

THE Hongkong Weekly Press

AND

China Overland Trade Report.

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BIRTHS.

On December 7th, at Shanghai, the wife of J. JESSON, of a daughter.

On December 19th, Shameen, Canton, the wife of Dr. E. C. DAVENPORT, of a daughter.

MARRIAGES.

On December 10th, at Shanghai, LEOPOLD CHARLES FELLOWES, of the London Mission, Huangpi, to MARY KATEY STRATFORD.

On December 15th, at St. John's Cathedral, Hongkong, by the Rev. G. A. Bunbury, M.A., CHARLES DEARNE, elder son of the late H. W. Pearson of Clifton, Bristol, to DAISY, younger daughter of the late H. E. Ellis, of Maidstone, Kent.

DEATHS.

On November 22nd, at Kobe, APCAR MICHAEL APCAR (formerly of Hongkong), in the fifty-first year of his age.

On December 7th, at the Shanghai General Hospital, HENRI FITZ-HENRY, of the Banque de l'Indo-Chine, Peking, aged 32 years.

On December 11th, at Kashing, MARY GRIER BLAIN, eldest daughter of Rev. and Mrs. J. Mercer Blain, aged six years.

On December 14th, JOHN ROBERTSON CRAIK, Chief Clerk at Kowloon Docks. Aged 39 years.

On December 15th, WILLIAM CHARLES FURMAN, at Shanghai.

On December 23rd, at 3 a.m., at Mountain View, the Peak, AGNES, dearly beloved wife of H. F. Carmichael.

Mrs. J. R. CRAIK and family desire to thank their numerous friends for expressions of sympathy, and beg them to accept this intimation of their gratitude.

Hongkong Weekly Press

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ARRIVAL OF MAILS.

The German mail of November 20th arrived, per the s.s. *Seydlitz*, on Thursday, the 20th inst.; and the French mail of November 23rd is expected to arrive, per the s.s. *Salazie*, some time to-day.

FAR EASTERN NEWS.

The Kiangsi rebellion has collapsed. The leaders have fled. The Imperial troops hold the whole of the affected area.

The s.s. *Petrarch* was successfully refloated on Dec. 14th by the salvage steamer *Protector* and towed to the Cosmopolitan docks.

The American Vice-Consul at Mukden has committed suicide with a revolver. A letter from America seems to be the cause.

The census just taken in Hanoi gives the following result: Europeans 2,300, Annamites 56,000, Chinese 2,381, Indians 110, and Japanese 54.

A Japanese telegram says agrarian riots are taking place near Antungshien and Fenhuan-cheng, and are seriously affecting trade and commerce.

According to a Taipeh message, the tickets for the second lottery in Formosa are to be placed on the market on the 17th instant. The number of tickets will be 60,000.

Messrs. E. S. Kadoorie and Co. are in receipt of telegraphic advices informing them that the Oriental Consolidated Mining Co. have declared a dividend of fifty cents gold per share for the year 1906.

Traffic over the Siberian Railway, says a Japanese exchange, in 1905 is given as follows:—Passengers, 1,846,422 of whom soldiers numbered 1,077,665, and settlers 30,360; private commodities, 113,122,860 poods; official commodities, 132,952,425 poods; luggage, 539,853 poods.

The salvage steamer *Protector* has started operations on another sunken vessel. She took up a position near the s.s. *Kwongchow*; divers went down, tightened up the hull and ascertained that the steamer was lying on an even keel, consequently no difficulty is expected in raising her.

Messrs. Gibb, Livingston and Co., agents for the E. A. S. Co., have received word from the Sydney office that the s.s. *Australian* which stranded at Vashon Head, Northern Territory, has been abandoned as a total loss. Part of the mails and some of the cargo were transferred to the s.s. *Chingtu*.

His Excellency the Officer Administering the Government has been pleased to appoint Mr. T. Sercombe Smith, Police Magistrate, to act as Colonial Secretary, with effect from 15th December, and Mr. A. B. Ogle, Lieutenant, Royal Engineers, to be his Aide-de-Camp, with effect from the same date.

According to a Japanese telegram from Seoul, the Central Treasury is now busily engaged in putting the new coins into circulation to meet the urgent demand for money in the vicinity of the capital, due to the withdrawal of old coins now going on. It is stated that the calling-in of this money is slightly affecting the market.

The *Gazette* notifies that a memorial of re-entry by the Government of Lot No. 30, in Survey District II, New Kowloon, has been registered according to law, and that the cancellation of memorial of re-entry by the Crown of New Kowloon Survey District I, Lot No. 5301, has been registered according to law.

We have received the first number of *The Godown*, which is evidently meant as a Counterblast to the latest Shanghai dock scheme. It is the work of the ingenious author of the *Cosmopolitan*—at present "shamming dead"—and is labelled "a Journal of Finance Cents and Non-Cents," to be "issued spasmodically." It has some exceedingly clever illustrations.

The Japanese Diet is to assemble for its twenty-third session on December 25th when new members will be introduced and details as to the official organisation of the two Houses will be arranged. The opening ceremony will be conducted by the Emperor on December 28th but there will be no further meeting until January 20th, even the appointment of the Standing Committee being held over.

A Vladivostok letter published in the *Asahi* states that in the ten months ending October last 599 steamers arrived at Vladivostok. The amount of goods imported amounted to 22,614,360 poods and those exported to 1,056,258 poods. During October alone, 68 steamers arrived at the port. Of this number, 24 were Japanese; 11 Russian; 1 Chinese; 1 American; 11 German; 3 British; 3 Korean; 11 Norwegian, and 3 Danish.

A coolie employed at the Kowloon Dock was brought up at the Magistracy on December 17th charged with having been found in possession on the 15th instant of a dangerous weapon to wit, a sheath knife, with intent to use the same for an unlawful purpose and not being able to give a satisfactory account of his possession thereof. He was remanded till Dec. 24th. This man has been arrested in connection with the murder at Kowloon Dock.

A daring robbery was carried out in the village of Shataukok, near the Chinese border, on Dec. 18th. About ten o'clock in the morning a band of armed men entered the village and proceeded to break open two houses, the tenants of which happened to be absent. This was done in full view of the villagers; but, deterred by the presence of so many armed men, none of them attempted to interfere. The robbers took away everything of value from the two houses and decamped across the border.

His Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to appoint Mr. Basil R. H. Taylor, R.N. (retired), Assistant Harbour Master, to be Harbour Master, Marine Magistrate, Emigration and Customs Officer, Registrar of Shipping, Superintendent of Gunpowder Depot, Collector of Light Dues and Superintendent of Imports and Exports in this Colony in succession to the late L. A. W. Barnes-Lawrence, Captain, R.N. (retired), with effect from the 5th inst.

On December 20th, under instructions from Messrs. Ewens and Harston, Messrs. Hughes and Ough, auctioneers, offered for sale by public auction all that piece or parcel of ground fronting on Carnarvon, Granville and Kimberley Roads and registered in the Land Office as Kowloon Inland Lot 540, having an area of 123,231 square feet; together with the messuages or dwelling-houses known as Nos. 1, 2, 3, 4, 5, 6 and 7, Ormsby Terrace, and 1, 2, 3 and 4, Ormsby Villas. Bidding opened at \$100,000, running up to \$146,050 at which price the property was knocked down to Mr. Bisney.

WESTERN TIBET: A REVIEW.

(Daily Press, 15th December.)

Not many works of modern geographical exploration are more interesting than *Western Tibet and the British Border Land*, by CHARLES A. SHERRING M.A., F.R.G.S., Indian C.S. Dep. Com. of Almora. Mr. SHERRING's are pleasing descriptions of a summer tour from British Garhwal and Almora into the comparatively untraversed south-west corner of Tibet, where rise the three great rivers of India, the Indus, the Ganges, and the Brahmaputra; and where the modern Mt. Kailas dominates the ancient lands of Meru, sacred to Buddhists and Hindus alike. As Deputy Commissioner of Almora, Mr. SHERRING had special facilities for visiting these districts, and speaks in the highest terms of the kindness shown to him by the Tibetans, officials and people alike. This is one of the most agreeable issues of the expedition of 1904, and indicates that the restraints put upon the expedition, and the entire absence of plunder, have had the result of establishing confidence between the two peoples. Much trade is not to be expected, in the near future at all events; still it is well to remember that in skins, as well as in borax, which occurs plentifully in Western Tibet, as well as in gold which is widely distributed and with more settled government will be largely mined, there is room for a fairly considerable trade, the main Indian elements of which will, of course, be cotton cloths, and above all tea, in universal use amongst the Tibetans, and hitherto supplied, of very inferior description too, by China. To residents in China who are not likely to have any direct communication with Western Tibet the chief interests of the work will be its physiological and ethnological descriptions of the land and its people, and their traditions and religious, for in western Tibet will be found to linger many of the oldest traditions of the race. Here in the still holy Mt. Kailas was the original Meru sacred to Hindu and Buddhist alike; here are found the sacred lakes Rakas Tal and Mansarowar, and from the flanks of the holy mountain flow the three great rivers of India—the Indus, the Ganges and the great Brahmaputra. When Brahma formed the desire that the universe should be created, (so the tale goes) he assumed the visible form of Vishnu. The whole universe was covered with water on which floated Vishnu. From his body sprang a lotus, from which issued Brahma who then created the continents of which Jambu is one, in the centre of which is the glorious mountain Meru. Meru has various colours, on the east it is white, on the south yellow, on the north red, and on the west dark. Four mountains form buttresses to Meru, and there are also four lakes, one being Mansarowar, and the gods drink their waters. "There are the regions of Paradise (Swarga), the seats of the righteous, and there the wicked do not arrive even after a hundred births. There is no sorrow nor weariness, nor anxiety, nor hunger, nor apprehension; the inhabitants are exempt from all infirmity, and live in uninterrupted enjoyment for twelve thousand years." Here Mr. SHERRING aptly quotes TENNYSON's description of Avilion in the "Passing of Arthur".

"The island valley of Avilion,
Where falls not hail nor rain, nor any snow,
Nor ever winds blow loudly; but it lies
Deep-meadowed, happy, fair with orchard lawns
And bowery hollows crown'd with summer sea."

The Buddhism of Tibet was derived from India, and therefore it is but natural to find that this country of Kailas and Mansarowar should be also regarded as most sacred by

the Tibetans, so that to both peoples it has become a place of devout pilgrimage in spite of the difficulties of the road. Referring to this Mr. SHERRING, quoting ATKINSON's "Himalayic Districts", falls, however, into a characteristic blunder. Adjoining Western Tibet is the British district of Garhwal and Almora, the northern flanks of which constitute the country of Bhot inhabited by the Bhotias, a people closely allied with the Tibetans themselves. With the strange infatuation for the term "Mongol" supposed to include, like Turanian, everything of which the narrator knows nothing, Mr. SHERRING follows the vulgar error of calling these people Mongolians. Now the Chinese historians, especially the author of the Wei Shu, explains at some length the origin of the term Mogul, which does not appear till it was given in the latter part of the fourth century to a leader of a body of outlaws, who under the name of Mukula or "Bald-Head" terrorised Western Mongolia. The ethnic name of Böt, under the form Batas or Betas, occurs in Ptolemy and Ammianus, as well as in old Sanscrit Bhatta. The fact is of course that the Bötis are the real aboriginal inhabitants of the Tibetan plateau, their name appearing in the very word Tuböt, as well as in Bhot, Bhutan, and in the Chinese T'ufan, for T'uput. As an ethnic title, of course Mongol never existed out of the imagination of some two or three uninformed ethnographic writers of the beginning of the last century. Of closely allied race are the Ghorkas of Nepal and the people of Bhutan, all belonging to the same Böt race; and it is curious in connection with Mr. SHERRING's remark [p. 56]. We are "amongst women, who like the little Japanese, laugh at everything and everybody, and do not rush away to hide, or draw their veils over their faces as the south-seaers," that this racial resemblance to the Japanese was everywhere noticed amongst the Ghorka regiments during the military occupation of North China in 1900. The Böt race must, in fact, have at one period been even more widely spread than at present. The confident statement then [p. 69] that "The Bhotias are of Tibetan origin" must be exactly transposed, and made to read "The Tibetans are then of undoubtedly Böt origin, even though they themselves have current among them the belief that they were originally Hindus," the reason for which statement becomes self-evident on further perusing the book. One of the most interesting chapters is the fifth, where is made a comparison of the religions of Tibetans, Hindus and Bhotias. It is difficult, says the author, to understand the freedom of these last from Tibetan influence. A sufficient reason is, however, to be found a few lines lower down: the religion of the Bhotias is in fact far older than that of Buddha amongst the Tibetans, the earliest introduction of Buddhism into Tibet dating from the year 641 A.D. To find the nearest analogue to the Bhotia religion we have to go to the head waters of the Yalong River, where we meet it in the primitive practices of the so-called Bon worshippers. Here Mr. SHERRING has been misled by some of his pretended Chinese authorities, who have told him a cock-and-bull story of the imaginary sage "Lao-tse" having founded this sect in China, "which spread rapidly into Tibet". As a fact the tenets put forward in the apocryphal Tao-teh King, attributed to the imaginary sage, are early Buddhistic, and certainly never penetrated to Tibet. Except that the inhabitants of Bāli and Bāwang, where the Bon development most prevails, are true nature-worshippers, they

have never experienced the more gentle influences of the Indian cults, and the native culture is of an even rougher and more degrading type than in Bhot. But there are other interesting topics discussed in Mr. SHERRING's work. Quoting again from ATKINSON's "Himalayan Districts," he proceeds, [p. 38] "It is not difficult to picture the Aryan immigrants arriving at the Ganges and sending adventurous spirits to explore its sources. After traversing the difficult passes across the snowy range and the inclement tableland of Tibet, they discovered the group of mountains called Kailas, and the lakes from which flowed the great rivers to water and give life to the whole earth. The rugged grandeur of the scene, the awful solitude and the trials and dangers of the way itself, naturally suggested to an imaginative and simple people that they had at length rediscovered the golden land, true home of their gods whom they had worshipped, when appearing under milder forms as storm and fire and rain in the plains below. In the course of time, Brahminical innovations caused the worship of the Vedic gods of natural forces to give place to a system where the intervention of a sacerdotal caste between the worshipper and his creator was essential. Brahma in the Vedas gave place to Brahma, Vishnu and Siva, the trio of the new revelation, who took possession of the Himalayas, and Mount Meru became the Olympus of the Indian gods". Here again Mr. SHERRING has been misled by his authorities. There is nothing plainer from both Indian and Chinese legend that there were two distinct immigrations into India, one of the Aryans proper, the Solar Race,—who, coming from the western slopes of the Pamir highlands, entered modern Afghanistan by the Hindu Kush and the Kabul river. The second—the Lunar Race, had according to ancient tradition their homes in Eastern Turkestan, where we find them in the Yadavas and the Kurus, the latter the Kiang of Chinese story, the *Ottorokuri* of Ptolemy. Their affinities were Turanian, (using that much abused title in its only true sense as indicating the Eastern Branch of the so-called Aryan family), rather than Aryan proper; they were, however, equally fair. It was these Lunar races who crossed from the head waters of the Yarkand river through Western Tibet, and settled at Hastinapura, not *Elephant Town*, but really Guestburgh, and who brought into Indian mythology the stories of the fabled Mount Meru, modern Mt. Kailas, a picture of which forms the subject of the frontispiece of Mr. SHERRING's book. There are still traces of the internecine wars of the two races in the wholesale destruction of the Kshatriyas by Paras-Rama, the great hero of the Ramayana. Mr. SHERRING is, of course, not answerable for these errors; they pervade the whole story of the Immigration as told by the Sanscritists; and it is only by a diligent study of these legends as told in Chinese sources, and a careful comparison of the two versions, that any approach to the true history of these far off events can be arrived at.

On December 18th at the Magistracy Mr. F. A. Huseland, sitting as a coroner, and a jury composed of Messrs. G. H. May, J. M. Thessin and J. C. Ritchie enquired into the circumstances of the death of Ohri Tsui-hi, a lift boy, who succumbed to injuries received by leaping from a window in Queen's Buildings in order to escape from the police when they made a gambling raid on the premises of 7th inst. After hearing the evidence, the jury returned a verdict of death from misadventure.

PEKING SUSPECT.

(Daily Press, December 17th.)

We note that the London Times is advised that the most trustworthy guide to the real significance of modern Chinese movements is to be found in Japanese opinion, and we need not quarrel with this so long as it is understood that it is Japanese opinion that is offered, and not some foreign resident's opinion of what Japanese opinion ought to be. The Japanese newspapers are said to complain that the recent edicts from Peking do not touch the awkward division of Chinese and Manchus, and that the provincial governments of the Chinese Empire are not adequately brought under control. Other papers are quoted also, as if it had not been the prevailing opinion of all properly-informed residents and neighbours that every recent Chinese decree must be regarded with more scepticism than sympathy. That this should have become a traditional attitude to their "reforms", the Chinese have only themselves to blame. It is not altogether a fair or reasonable attitude to maintain, on the face of it, but those with practical acquaintance of the Chinese genius and policy have had too many warnings to be led away from the cold criticism that looks unkind and prejudiced. Their cynicism is not contumacious, but inevitable mistrust, and the double chorus of hysteria coming from yellow peril people on the one hand, and from mendacious optimists on the other, was bound to make the tone of their comments less charitable to China than might otherwise have been the case. There can be no real reform, we fear, till the whole old breed of officials have joined their ancestors in their innocuous sphere of usefulness, and till a new generation fully aware of the principles and potentialities of the Western century, has arisen in their place. The mere reduction of the present official personnel at Peking, desiderated by some contemporaries, will not bring about the real reforms they hope for. Not reduction, but extinction, seems to us the essential preliminary. Then the Japanese are certainly justified in indexing the Manchu-contra-Chinese distinction as fatal to any real reform on the lines wished for. In the redistribution effected by the recent Edicts, it is admitted that the Manchus have received more than their share of good things, while the huge abuse of the Manchu pension list and a superfluity of ornamental Court functionaries are retained. In addition to this awkward cleavage, there remains the undoubted fact that Chinese and Manchu "reformers" alike are working to a standard quite unlike that of the foreign critic's imagination. Their objects are not the objects of the stranger at their gates; in very important respects they are essentially opposite and hostile. The foreign visitor recommends reform to make more pleasant his visit; the native reformer sets about reforming in the lively hope that the visitor may be induced to shorten his visit. In such perfectly well recognized circumstances, it is not so unreasonable to suggest that "there is a conspicuous feature in these changes which suggests that they may be inspired by other motives and utilized for other ends than the promotion of good government" or to mention as "a shrewd suspicion" the common opinion of competent observers that "the so-called reform movement is mainly an anti-foreign movement, in the eyes both of the Court and of Young China". So, as the Times remarks, "it is certainly a view which deserves consideration and suggests caution in determining our own attitude towards

these alleged reforms which, whatever else they may do, will certainly affect our interests very deeply". It is a pity that there should now be such an influential party which, being outside China, yet on mistaken ethical grounds conspires for Chinese interests and against our own.

THE TIEN TSU HUI.

(Daily Press, December 18th.)

It used to be considered rather a neat reply, by those who love a *tu quoque*, when references to the cruel fashion of crushing Chinawomen's feet were met by allusions to the pinched-in waists of foreign women. The argument was even carried further, and the point emphasized that more vital organs were affected, and health more seriously threatened, by the foreign corset than by the Chinese foot-bandage. Happily the day seems going for both monstrous varieties of fashion; but it is not altogether flattering to the West to have to note that commonsense is coming more quickly to China than to Europe, in these respects. Our telegram announcing that a record mass meeting at Shanghai witnessed the taking over on Sunday of the control of the Natural Feet Society by a purely Chinese committee is significant. It suggests that Mrs. ARCHIBALD LITTLE and her friends are satisfied that the seed so industriously sown by them has germinated successfully, and put forth strong shoots indicative of a good harvest. The support of the EMPRESS-DOWAGER was a notable triumph, and very useful so far as it went; but what was really needed was what the revivalists call a "conviction of sin", and a consensus of Chinese opinion that this particular reform deserved immediate attention. For a long time now, as the reports of the Society show, the champions of the movement have been encouraged by the valuable co-operation of numerous Chinese helpers, but now we see the whole work in similar hands, that may be trusted to work out their own salvation. It was the opinion of the late Bishop HOARE that the time had about come for laying on Chinese shoulders the responsibility for the Christian church in China, and probably in that as in the natural-feet mission, the satisfaction of enjoying such responsibility and dignity would tend to more earnest work. There are prejudices likely to retard the realization of the late Bishop's dream; and the committee of the anti-foot-binding association are to be congratulated, doubtless, for some self-effacement in thus, having brought the ship to port, standing modestly aside. In other and what some people may even consider bigger things, the Chinese would be glad to so take charge, and to dispense with the directing counsel and managing minds of aliens; but for these, the Shanghai incident is a too premature omen. Doubtless it will occur to some to ask, if in one reform, why not in others? The answer will probably be that there is no objection, so soon as the foreigner is as strongly convinced in these cases of the Chinese bona-fide intention as was actually the case when the control of the T'ien Tsu Hui was handed over, which society, by the way, began with the hope that it might in a few years become rather a Chinese than a foreign society. In one decade of years it has realized its hope, and Mrs. LITTLE, in retiring from China altogether, has the satisfaction of knowing that thoroughly earnest and peculiarly influential efforts are now being directed to the completion of the humane work so ably carried on by her.

MORAL GARLIC.

(Daily Press, 19th December.)

A certain man of Hongkong is in the habit of remarking that the two things he most hates are humbug and garlic. Quaint as is this juxtaposition, it is not altogether an incongruous one. The utter physical nausea which overwhelms many Europeans when they too nearly approach a Chinese kitchen is closely analogous to the mental loathing with which the ingenious spirit contemplates the omnipresent effluvia of hypocrisy that distinguishes the civilization of to-day. If we take the present situation in America as an example, it is not because we consider that country and people unique in this respect, but merely because recent events, coupled with the lofty ethical pretensions of the Federacy, happen to draw attention to the gap between precept and practice that is to be observed deepening and widening in every state community in the world. With the eyes of an evolving civilization upon it, this "United" people begin its corporate existence with ideals that evoked the liveliest admiration in certain quarters, and in others the inevitable wonder whether disillusion and backsliding would not follow. The American republic, if we may so put it, was launched upon a flow of reason; it is now toiling in a whirlpool of feeling. In crises, men rarely think; they feel. This accounts for the phenomenon of humbug. On a full stomach, the philosopher engrosses and frames and hangs up some "honesty is the best policy" maxim; being hungry, he reaches out and takes what he needs. Thus some humbug is as inevitable as pain; and charity towards inconsistency is as necessary as the matter of fact tolerance with which we see a man weep one day and laugh the next. Where and when does irritation at humbug become excusable? It is surely when we behold them keeping upturned eyes on the heavenly motto while doing earthly work with the hands. The American attitude towards the Negro, the "Mongol", and lately towards the Japanese, is understandable and bearable so long as they do not wave the Constitution and its inalienable rights of man before our eyes. "Providence having made all men equal", the American frees the black slave economically and frees him socially; he refuses to sit down with the emancipated "nigger" at the same table. Mr. BRYAN makes comparison of the Confucian "Do not to others what you would not have them do to you" with the Golden Rule "Do unto others as ye would that they should do to you". He demonstrates to his own satisfaction that the latter is the nobler ideal, and uses it to justify America's zeal in sending missionaries to China. The obvious implication that America thereby is doing "as she would that China should do to her" has had its mocking commentary in the events leading up to the late boycott; and we presume that during his present candidature Mr. BRYAN will not deem it politic to labour the point. America "talks big" of its educative mission. It is overeducating the Filipino, but is not over eager to admit him to its own theoretical status of equality; and herein feeling strikes us as a better guide than reason. It has been educating the Negro, and when the barrier of illiteracy promises to break down, as a result of its own virtuous endeavours, it resorts to legislative ingenuities to disfranchise and keep him in his place. In the case of the Japanese, Californians propose to beat the Federal Constitution and its ethical and other agreements by a State law. Georgia proposes to "give the negro schools only that pittance of money arising from the negro's

taxes," although similar schemes in North Carolina and Kentucky were vetoed by the State. California will pursue similar tactics if it be not defeated at the outset in its campaign of prejudice against the Japanese. It may be as expedient in America to discourage negro politics and Asiatic immigration as it is in England to refuse women's suffrage; but expedience can claim little outside sympathy so long as it also preaches of equality and justice. In America it is irritating to hear that "all men are created equal," and in Britain just now the phrase "no taxation without representation" seems to smell equally of humbug, or moral garlic.

FINANCE IN JAPAN.

(Daily Press, 20th December.)

There are various reports as to the present financial situation in Japan, and they contradict each other a good deal. Some appear to have originated in observations of the remarkable revival of speculation since the war, which was only to be expected. While some critics warn us that Japan is approaching the verge of bankruptcy—an apparently foolish and groundless prophecy—others declare that the inflation of prices is to be attributed to a superabundance of capital. There appears ample evidence that money is far from being "tight", notwithstanding the number of new enterprises and extensions to existing works that have been started since peace was restored. After such a costly war, the money market might not unnaturally have been expected to become stringent, and the reverse condition can only be explained by the sudden and decided enhancement of Japan's credit, and its consequent attraction for capitalists. Baron SHIBUSAWA considers that the promotion of new undertakings has gone too far; it has, he says, reached a fever pitch; and there is no saying where it will stop. It is hardly likely to stop while the banks have such a plethora of idle capital, and stringency does not appear to be so immediately threatening as the Baron supposes it to be, in which case we attach little importance to his fear of a reaction and consequent slump and panic. It would seem idle to suggest that the Japanese learned nothing from the lessons of the times following the war with China; but apart from that, we prefer the opinions of the bank director, Mr. IKEDA, to those even of an expert like Baron SHIBUSAWA, especially if, as we are inclined to suspect, the latter has been misreported. Mr. IKEDA does not regard the thousand million yen sunk in new undertakings as excessive, because such a large percentage of them are productive. The encouragement and extension of her manufacturing industries is desirable, if only to offset the indebtedness of the country to the outside world. It means, in other words, an increase of assets keeping pace with increased liabilities. Baron SHIBUSAWA is reported to have said that a reaction will undoubtedly set in when the country's finance begins to be contracted, but the point is in the "when", and he declined to commit himself apparently to any suggestion that such contraction was near enough to be dated. Even of the thousand million yen referred to, only about twenty-five per cent of it is actually being employed at present. Economic conditions have changed for the better in the last ten years, and what Baron SHIBUSAWA calls the "company mania" of to-day appears to be a much more sane and business like procedure than was the epidemic of bubble flotation prompted by the Chinese indemnity. Baron

SHIBUSAWA is reported as recommending an artificial contraction of the currency to check these enterprises, which seems to be the mistake of some journalist. Unless he desired to hasten the fulfilment of his own pessimistic forecast, and to engineer the reaction and panic he fears, he would not be likely to advocate such a step. But in the comments coming under our notice, it is possible there has been some confusion of issues.

JAPAN AND LOTTERIES.

(Daily Press, 21st December.)

A brief news item among our paragraphs in this issue calls attention to an act of the Japanese Government which is reprehended with some show of reason. The first Formosan lottery having successfully achieved what was expected of it, a second is already announced; and—although its abolition is being strongly advocated—the Japanese anti-gambling law is still in force. This we may cite as another example of the humbug of the age. No one will deny, we suppose, that either this official lottery is wrong, or that the anti-gambling ordinance is wrong. It is certainly wrong to maintain both together. Moreover, while the government of Britain, and of its dependency Hongkong, taboos lotteries, it does not require a laborious survey to discover that Japan has no monopoly of this form of humbug. The legislators of that type whose ambition is always to abolish things have succeeded in establishing laws, but they seem always to have conspicuously failed to get them enforced with the desired results. The time for the inevitable reaction against inoperative and oppressive legislation is not yet, and we take it all present denunciations of them will be mere ploughings in sand, but if we were called upon to advise Japan which of the two things she should abolish, we would mention the law before the lottery. This may sound shocking, but it seems logical. A hundred years ago pious British people thought they had conclusively proved, as the result of a Commission, that state lotteries involved many social evils. So many of our natural and inherent instincts have been declared immoral by these people that we can patiently tolerate the gambling instinct being put on a level with thirst and other much condemned animal desires. In passing, to forestall possible objections, we may explain that gambling is an instinct, being accounted civilization's modification of barbarism's hunting spirit. Doubtless it is immoral; Nature's ways are nasty to a nice mind, and far from altruistic; and commonsense teaches us that it is the supremest form of folly to expect something for nothing, which most gamblers do. The House of Commons in 1818 was in much the same pickle as it is to-day over the opium business; a member then protested against "great questions of justice and morality being sacrificed to expediency", and then as now we fancy the justice and morality of the agitation were too easily assumed. For nearly three hundred years previously both Church and State had been countenancing lotteries. The first mentioned in English history took place in 1569 at the western door of St. Paul's Cathedral. From 1693 the Crown derived a large annual revenue from them for nearly a century and a half. The Member of Parliament who talked of their injustice and immorality in 1818 suggested the following epitaph for the Chancellor of the Exchequer:—

"Here lies the Right Honourable NICHOLAS VANSITTART, once Chancellor of the Exchequer; the patron of Bible Societies, the builder of

Churches, a friend to the education of the poor, an encourager of Savings Banks, and—a supporter of lotteries."

We have inserted italics that will appear irrelevant, until we quote an example of the "evidence" which "proved" the immorality of lotteries. One case reported was that of a workman who won £100. Previously he had been industrious and an excellent member of his class, but the receipt of the money caused him to fall into habits of idleness, the peace of the family was destroyed, and the man became a vagrant.

Readers may wonder that effect upon such a character would be caused by the discovery that his savings in the bank had reached a total of £100, as we read it was merely "the receipt of the money" that caused him to deteriorate. "It came up a blank at last", said another witness whose "evidence" is faithfully preserved to this day, "and I verily believe the disappointment was the cause of his death". We need not waste further space on such arguments, arguments that convinced the Parliamentary Committee of that day that lotteries were "radically vicious"; and that presumably led to their abolition in 1826. The point is that the British people, who should have had this vice eradicated once for all by 6 Geo. IV. c. 60, have continued to gamble ever since, in different ways, and have had the example of their rulers and legislators to encourage them. People have continued to die of disappointment, and thousands of men who have obtained capital have made the mistake of falling into idleness and vagrancy, like our foolish workman with the hundred sterling. But once the British Parliament is persuaded that a thing is immoral that thing is immoral for all time. They would rather rest under the imputation of hypocrisy than admit that they had too hastily accepted a premiss. Such are the dilemmas into which the self-appointed guardians of the national morality are constantly thrusting our legislators, and it does seem a little harsh that they should be the first to accuse the lawmakers of hypocrisy when grim necessity makes them bow in the House of Rimmon. There has been a good deal of that sort of kowtowing at Shanghai and Hongkong, where the white man loves to gamble, but is pained by the moral downfall of the coolie who copies him; and it is not a dignified position to be in. Japan, with its eclectic system of law, has a fine opportunity now of removing a statute which should never have been selected for adoption; or which, at all events, cannot be held consistent with lotteries in Formosa, however successful these may be.

INNATE CHIVALRY.

(Daily Press, 22nd December.)

Having confessed to a very robust and old-fashioned prejudice against women in politics, we do not expect to be charged, on account of what follows, with having been converted by the methods of the ladies who have recently played the role of martyrdom for votes. It is merely that having read a good many of the arguments seriously advanced against the granting of electoral suffrage to women, we have been added another useful addition to our growing list of the humbugs of the age. The majority of the House of Commons having professed sympathy with "the Cause", we naturally suspect its desert, and prefer to cling to our prejudice against the proposed change. The masculine arguments are mostly bad, however, and have nothing better behind them than has the American humbug of all men being created equal. The force is generally acknowledged, we read, of the

argument that women are too readily swayed by prejudice and predilection, rather than by political expediency. They are, in fact, more sentimental than men. Mr. MEREDITH, who is an advocate for woman's franchise, has recently written to say that if women are sentimental, so are men. No one should presume to dispute this. If there be any difference, it is one of degree only, and Parliament itself shows better examples than the "mafficking" referred to by the great writer. A paraphrase suggests itself, that sentiment is of man's life a part; 'tis woman's whole existence. The only danger is that women legislators would endeavour to put their sentiments into practice, whereas the present masculine Commons sentimentally have approved and disapproved of many things without doing anything. But that possibility, dreadful as it is, cannot be deprecated logically or reasonably, without the mere male admitting that he is an arrant humbug. Another favourite argument is that the majority of women have no desire for a vote, and are quite contented as they are. This we are traitorous enough to label as essentially man-like. The reply to it is that so were the slaves on the American plantations, the majority of whom not having masters like LEGGEE to deal with, were far more happy and content than they or their descendants have ever been since. One of the arguments we almost shrink from quoting suggests that women would abuse their power; "there is no such bully on earth as the woman if at heart, and few animals so innately cruel." This only serves to suggest that the writer was one of those feeble males who suffer from henpecking; it is certainly the wildest of generalization. There are greater bullies still,—for example, the male reformers whose zeal MILL has warned us against, and whose cruel oppressions disfigure every page of history. The discoverer of feminine cruelty adduces as evidence the fashion of wearing the plumage of birds. In doing so, women merely prove that like men they can sacrifice sentiment to expediency occasionally, a sacrifice which other critics have deemed them incapable of making. But as evidence of women's peculiar cruelty it could be quite overshadowed by numerous similar examples of masculine inhumanity. Besides, it is men who capture and slay the birds; the women do not care for the job. The woman who goes angling needs a man to put the worms on for her. Our henpecked critic goes on:

"So much is this trait [cruelty] recognised even by themselves that good and kindly women hate to have power thrust on them. They like to have some man near to rule their actions and check the instinctive cruelty they feel is in them, and this is why all the best of them look with marked aversion on the type of woman suffragette, for they recognise that to obtain a vote is but the beginning of a further demand for places in the Government, which would be an end to all business. A tribe in Africa has a proverb that 'the croaking of the frogs in a marsh is like a woman's parliament, all babble and no business,' and as an extreme case we have only to listen to the Chinese women who have a difference of opinion in the street to picture what our Houses of Parliament might become. Gautama Buddha knew what he was saying when he taught that woman must first become man before she could gain Nirvana; and St. Paul in his wisdom forbade woman to speak in the assembly. There is no such divine creature as woman in her place, and man knows it. There are few things worse than a woman out of her place, and fortunately she herself knows it."

If any of our lady readers think of writing to tell us what they think of that critic, we hope they will remember that the law imposes certain restrictions on publishers.

"St. Paul in his wisdom" was evidently as wise as "a tribe in Africa", according to the critic quoted; and this brings us to the particular humbug of man's position in the premises. It is the boast of Western civilization that it treats its women so much better than the Eastern men do theirs; and the boasters even prate of equality. Yet at bottom our attitude towards them is lordly and masterful; and we are not saying that it is wrong. All we object to is this pretence of being so much more chivalrous than the Africans and Orientals, when all the time we are determined to keep woman "in her place", and show our determination by resenting any of her efforts to climb out. Woman has for so many ages been a chattel that, as the quoted critic puts it, she herself knows her place. Sentimentalism prompted western man to ease the yoke in some respects, and he lets her own property now, and pass examinations, and even earn salaries; but he is up in arms at the suggestion to establish real equality, and, as we have seen, grows most ungallant in his arguments. So much for the innate chivalry of christendom: it seems to be as nebulous as its logic. What originally made man lord was brute strength; that was his qualification for that franchise. At bottom it is the brute being and not the knight of logic that fights to retain the supremacy, but men are too great humbugs to admit it. There is one thing to be said for women that even the most rabid and hysterical of suffragette-haters is willing to say. He will generally admit that his mother did a rather clever thing in giving birth to HIM.

HONGKONG SANITARY BOARD.

MORE CATTLE INFECTED.

A special meeting of the Sanitary Board was held on December 15th at the Board Room. Hon. Mr. W. Chatham (vice-president) presided, and there were also present Hon. Mr. A. W. Brewin (Registrar-General), Lieut. Colonel Reid, R.A.M.C., and Messrs. H. Humphreys, Fung Wa-chun and G. A. Woodcock (secretary).

The meeting was called to consider a report from the Colonial Veterinary Surgeon, Mr. Gibson, which read:—I beg to report that the sick cows at the Dairy Farm at Pokfulam, in No. 5 shed, have been destroyed according to the Board's instructions, buried in lime and the shed destroyed. I regret also to have to report that the disease has now extended to the next shed, 20 yards away. In this shed there are 82 animals; of these two are sick. I have had these taken out of the shed and put in No. 5 shed where the disease just appeared. I have closed now No. 6 shed provisionally and recommend that the Board declare it infected, as in the case of No. 5. I beg to ask for authority to engage two watchmen to ensure that no communication exists between the inspected shed and the others. To limit the spread of the disease the following steps have been taken:—Every shed on the farm has been considered as infected and every shed is kept locked with the cow boys inside, and a fresh lot of boys used to carry milk from the sheds and bring food to the cows. The cattle at "Midway" have been removed to Sassoon's villas and housed in temporary quarters. The cattle are therefore divided into two lots with a mile distance between them.

The CHAIRMAN said he regretted to have to record that the outbreak of rinderpest at Pokfulam was extending to other sheds at the Dairy Farm, and they could now only hope that the measures being taken would prevent any further spread. He did not see how they could act otherwise than declare No. 6 shed infected, and grant the requested authority to the Colonial Veterinary Surgeon to engage the necessary watchmen, and moved accordingly.

Mr. H. HUMPHREYS seconded, and the motion was agreed to.

Mr. GIBSON, who entered the Board Room before the motion was carried, furnished mem-

bers with particulars concerning the previous outbreak and the measures adopted to cope with it, and further commented on the peculiar fact that a Chinese dairy right in the centre of the Dairy Farm property had been free from this disease for twenty-five years. He had tried to find out the reason, but had to be satisfied with what the Chinese dairymen told him—"B'long my very good joss; I make chin-ohin."

Hon. Mr. BREWIN said it would be inadvisable to recommend the slaughter of the two infected cattle in No. 6 shed in view of the Colonial Veterinary Surgeon's experiments in serum injection, and as other members were of the same opinion, no such recommendation was made.

SUPREME COURT.

Friday, December 14th.

IN ORIGINAL JURISDICTION.

BEFORE THE CHIEF JUSTICE (SIR FRANCIS PIGGOTT).

THE PARTNERSHIP DISPUTE.

After a three days' hearing the trial of the issue to determine whether Lee Chun Pui was a member of the Yee Fat firm was concluded. The jury found that he was not a partner.

Monday, December 17th.

IN APPELLATE JURISDICTION.

BEFORE THE FULL COURT.

APPLICATION FOR A RE-HEARING.

The application for a re-hearing of the criminal charge against Hyat Ali Shah, of the Hongkong and Singapore Royal Garrison Artillery,—of which he was found guilty by Mr. Gompertz, then First Police Magistrate—again came before their Honours, Sir Francis Piggott (Chief Justice) and Mr. A. G. Wise (Puisne Judge).

Mr. M. W. Slade (instructed by Mr. J. H. Gardiner, (from the office of Mr. O.D. Thomson) appeared for appellant and Sir Henry Berkeley, K.C., (instructed by Mr. F. B. L. Bowley, Crown Solicitor), appeared for the respondent.

The Chief Justice, at the outset, intimated that both he and the Puisne Judge had independently read the record, and both had arrived at the same conclusion, which was confirmed by a view of the premises, that neither of them would have convicted the prisoner. They wished, however, to hear Mr. Slade.

Mr. Slade submitted that what was required in order to obtain a rehearing was to show one of two cases. Either that, in arriving at the conclusion the magistrate arrived at, he omitted consideration of certain facts and certain requisites required by the law. If it was not clear that the magistrate had before him such corroboration of evidence as the law required, it was not clear that he had given proper consideration to the facts, therefore there should be a rehearing. Secondly, there would be a rehearing if the decision of the magistrate was manifestly against the evidence.

The Chief Justice—That is the point we should like to hear you on.

Mr. Slade said the question was how far the Court required the appellant to go. He submitted that it was not necessary for him to show more than this: that the conclusion was one which, taking a reasonable view of the evidence, the magistrate ought not to have arrived at. This charge was a charge nominally made by a little girl who said the appellant committed a certain offence upon her, and she gave an account of the circumstances under which that offence was committed. The magistrate could not have scrutinised with sufficient care the evidence given in corroboration of the girl's story. If he had done so he would have noticed that those witnesses, so far from corroborating the main lines of her story, absolutely contradicted it.

Sir Henry Berkeley submitted that there could only be a rehearing if the Court considered that on the facts before the magistrate the conclusion he arrived at was such that no reasonable man could have arrived at it.

The Chief Justice, after consultation with the Puisne Judge, said:—We quite conceive the principle Sir Henry Berkeley contended for, that we have to come to the conclusion, quite irrespective of our own views of the case, whether any reasonable man should or could have come to the conclusion at which the magistrate arrived. If the case had been reduced to the bare facts which Sir Henry Berkeley put to us, I agree that there would have been very great difficulty in coming to a conclusion, but when these simple facts are said to be supported by all sorts of other facts and statements, then if those statements are so inconsistent as not to be even understood by people who have been to view the place, I cannot think it is just that the man should be convicted on such evidence; and further, I think it is evidence that no reasonable man should have countenanced. No two statements really are consistent. The statement of the girl is absolutely inconsistent with that of other witnesses, while the statements of the boys are really hardly to be believed. The whole thing is such a mass of inconsistency that—with the greatest respect to the magistrate—I think this is an unreasonable finding which no reasonable man ought to have come to.

The Puisne Judge—I quite agree.

Sir Henry Berkeley—There is no further evidence.

The Puisne Judge—Then you must consider your position. At present all we can do is to grant a rehearing.

The rehearing was fixed for Friday.

IN ORIGINAL JURISDICTION.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

A JETTISONED CARGO.

Judgment was delivered in the action brought by the 'ou Chou Shing firm against the China Navigation Co., Ltd. to recover the sum of \$5,347.78 for non-delivery of a cargo of indigo, which was said to have been jettisoned to save the defendant Company's s.s. *Yunnan*.

Mr. M. W. Slade, instructed by Mr. C. D. Wilkinson (of Messrs. Wilkinson and Grist) appeared for plaintiffs, and Hon. Mr. H. E. Pollock, K.C., instructed by Mr. H. G. C. Bailey (of Messrs. Johnson, Stokes and Master) for the defendants.

His Lordship said—

The plaintiff in this case was unable to attend the trial, and it was quite impossible to adjourn the hearing. His case has not however suffered in the least, for what his evidence would have been is quite clear; and though everything has been said by his learned counsel as forcibly as it could have been said on his behalf, it is impossible that the very clear issues which are raised could have been decided in his favour. The plaintiff sues in respect of the non-delivery of 280 tubs of liquid indigo shipped on the China Steam Navigation Co.'s s.s. *Yunnan*. The Company allege that they were shipped on deck at shipper's risk, and that in consequence of damage to the ship and stress of weather they were jettisoned. The plaintiff admits that there was a proper jettison of tubs of indigo, but denies that they were his tubs which were so jettisoned. He says that his tubs were stowed in the ballast tank, and therefore they could not have been jettisoned; alternatively, he says, if they were on deck and therefore were jettisoned, they were not on deck with his consent, but in direct breach of his agreement with the Company's agents. The two issues are therefore very clearly defined:—1st. Were the plaintiff's 280 tubs of indigo in fact on deck? 2nd. Were they so on deck with the plaintiff's consent? As to the first question, two witnesses were produced who allege that they saw the tubs being put on board on the 30th June, i.e. on the last day of the loading, and being shot down into the hold, and as they suppose, that they were then moved into the ballast tank. I am satisfied that if they did go into the hold they went into the tank. I am therefore asked to believe that tubs were sent down to be put in the ballast tank when the ship was nearly full. The people from the ship deny this altogether, and say that the tank had already got over 200 tubs of indigo

in it. If the evidence of these two witnesses had been free from defect, I might have found it necessary to go into a more elaborate analysis of the evidence as to the loading of the cargo. But it is not. Mak Lau, the man who took the tubs on board, says that the mate's receipt did not at the time he received it bear the words "on deck at shipper's risk" which it now has written on it. I do not believe it. Chan Kwan, a lighter man who was also shipping tubs of indigo for another firm at the same time as Mak Lau, says that his tubs were in fact shipped on deck, and that the tallyman wrote on his mate's receipt "on deck" in phonetic Chinese. There is no trace of such characters ever having been on the document. The statement is palpably false. I therefore do not believe the plaintiff's evidence on this head, and find that his 280 tubs were stowed on deck. I have decided this question without reference to the tally book, to the production of which objection was taken. The rules of evidence fulfil very much the same function as red-tape: sometimes exceedingly useful, but occasionally they serve the opposite purpose. My mind always rebels against the attempt to exclude a document made in the ordinary course of business and on which business men would in the course of their business rely. So far as the law of England is concerned the case is essentially different from the stock cases on hearsay evidence. But so far as the law of this Colony is concerned there is a question of interpretation of s. 26 of the Evidence Ordinance. As I can do without it in this instance the question how far this section goes, whether it is strictly limited to account books, must remain open till another occasion arrives for discussing it. I am bound however to notice the fact that the ship's evidence as to the number of tubs on deck jettisoned is not so satisfactory as it should be. The Captain's protest refers to 1,111 tubs; but if all the tubs on deck were jettisoned, as I think they were, the number should have been 1,175. There seems to have been an error of calculation, which must have been subsequently found, and when discovered steps should have been taken to rectify the protest. I have next to consider the second question: Were the tubs on deck with the plaintiff's knowledge and consent? Without saying that this almost follows from the answer I have given to the first question, it certainly follows from the finding that Mak Lau received the mate's receipt as it now stands, and that he gave it, as he says, to the plaintiff soon after 2 p.m. on that day. He must have given it to him, therefore, with the words on it, "On deck at shipper's risk." The ship did not sail till next day; he must therefore be held to have accepted the shipment as made. I should have thought it would be for the convenience of all parties that where an understanding has been arrived at that the goods were to be on deck it should be so stated on the bill of lading as it was on one produced. But the fact that it was not put on does not, I think, in view of the evidence given not only by the agents of the ship, but also by the P. and O. Co., either show that there was no such arrangement nor the possibility of the goods being so shipped, the fact being recorded on the mate's receipt, whether the bill of lading is issued subject to the production and conditions of the mate's receipt. I am strongly inclined to think that the plaintiff did, in fact, agree to the shipment on deck; but as he was not called to give his version of the story told by Mok Ying Chan I prefer to rest my finding on the legitimate deduction from the statement of Mak Lau, which I have referred to above. Judgment for the defendant, with costs.

ALLEGED BREACH OF CONTRACT.

In the action brought by the Holland China Trading Company, Alexandra Buildings, against the Tong Tai firm, traders of 93 Wing Lok Street, the Chief Justice delivered his reserved decision.

The Hon. Mr. H. E. Pollock, K.C., instructed by Mr. C. D. Wilkinson (of Messrs. Wilkinson and Grist) appeared for the plaintiffs, and Mr. M. W. Slade, instructed by Mr. F. X. d'Almada e Castro, appeared for defendants.

His Lordship said—A European merchant sends out his Chinese broker with instructions to conclude a contract with a Chinese merchant

with whom negotiations have already been proceeding, the terms of the contract being written in English. The broker, intentionally or by mistake, it matters not which, introduces fresh terms into the contract, writing them in Chinese on the back, and obtains the signature of the Chinese merchant. Is this a contract binding on the broker's principal? Or, putting the case more concisely—I send out my agent with instructions to conclude one contract, he concludes another, am I bound by it? The mere statement of the question seems to invite the answer "No." But there is a familiar principle which might compel an affirmative answer under certain conditions. A principal is liable for the fraud of his agent, both in contract and in tort, when he has acted within the scope of his authority. In a recent case I had occasion to deal with this proposition, and the point to which the explanation was carried for the purposes of that case was this:—The fact that the principal has not authorised the particular act of fraud is immaterial: if the act which has been done fraudulently is within the class of acts which the agent has been authorised to perform, then the principal is liable; otherwise, not. In this respect fraud, mistake, or mis-statement stand on the same footing. It is therefore clear that in the case I have put concisely, and *a fortiori*, in the circumstances I have specially before me, the principal may be held liable. The mere statement of such a possibility is enough to alarm those who have any business relations with the Chinese merchants: for the case may arise every day in this Colony, though apparently it has not yet been brought before the Courts. The mere statement of the possibility shows, too, how careful the Courts must be in applying English principles of law to circumstances which the framers of that law never dreamed of, and which have little or no analogy with the circumstances to which it is usually applied. In this, and, as I say, in probably a multitude of other cases of daily occurrence, there is one consideration which, so far as I am aware, has not been considered in England—the employment of a foreign intermediary at different stages of negotiations conducted in two languages, neither party understanding the language of the other, and I think the question really turns on this—what is the true function of the Chinese intermediary? Is he broker throughout the negotiations? or does he assume another character at any stage of them—and if so, what is the law applicable to this state of affairs? In the present case the Chinese merchant has repudiated the contract because the condition as to the term of delivery incorporated into it by the intermediary was not fulfilled. He bases his repudiation on the principle I have just referred to that a principal is, under certain circumstances, liable for the fraud of his agent. He does so also on another ground—that there was a mistake, that the parties were never *ad idem*, and therefore there was no contract at all. He does so, thirdly, by reference to the principle, also recently before the Court, which decides which of two innocent parties is to suffer, where damage has been caused by the fraud or mistake of an intervening third party. It sometimes happens that two or more principles of law seem equally applicable to a given set of circumstances. This may be perfectly true, but, as I have pointed out in another case, you may get the affirmative answer from one or other or all, according as the facts are more or less fitted to the principle; but if one principle gives a negative answer, you may feel fairly confident that the others will not give you a positive answer, or that if either of them appears to, there is a fallacy somewhere in the argument. Before examining the case more closely I want to say one word on the subject of such contracts as the present. Commercial contracts between Europeans and Chinese are difficult to conclude where neither party knows the other's language sufficiently for contractual purposes, and a Chinese intermediary is inevitable. But the conditions under which such contracts are entered into seem to me to impose certain duties on both sides, duties to at least attempt to understand or to safeguard themselves from the risks of not understanding. It is useless for one side to go into the box and rely on his

own want of understanding. Nay (more, this duty seems to me to apply not merely to understanding the terms and conditions of the contract, but also the subject matter of it. It is really useless for Chinamen who enter into contracts with Europeans to rely entirely on what, in the colonial vernacular, is called "my no savvy." In this case this was carried to excess. A man who has been in the sugar trade for 20 years wishes me to believe that he does not know the difference between beet and cane sugar: that he thinks cane sugar is grown in Europe, and that some sugar is extracted, so he has been told, from rees or timber. The role of "Simple Simons" was carried to an extreme point: and it is well that Chinese merchants should understand that the Court gives them credit for too much astuteness in their commercial dealings to believe in it. Commerce in the East and West would soon come to a standstill if it were allowed to prevail. This merchant, however, wanted me to believe something more: that he did not understand the times and seasons of the crops, and its influence on the sugar market. This was more plausible. But from the answers he gave to the questions I put to him there was every now and then a glint upon the dark surface of his ignorance which showed me that, though he might not be conversant with all the influences which bear upon the sugar market, he knew a great deal more than he chose to reveal. I am quite certain that he knew what he was doing when he entered into this contract, and why he was doing it. On the other hand, I am bound to add this word of warning to the European merchants. The system of *compradores* is so great a practical safeguard that it may have induced a feeling of security in entering into contracts which perhaps the law may hardly justify. But the somewhat nice questions which I am compelled to examine in this case will arise in cases where the European has no *compradore* to fall back upon, and perhaps an unexpected liability will arise. There had been another practical form of security introduced into this contract—the statement in Chinese that the English words would alone be proof—and I shall have to consider how far this can effect the purpose for which it was introduced. I now come to the question of law in issue, as it is essential to the proper determination of this case that the principle of law should be clear before we see whether the facts come within it. *Udell v. Atherton*, which is more often quoted wrongly than rightly, on account of the very misleading headnote in *Hurlston and Norman's* reports, decides the negative proposition that a principal is not liable in an action for deceit for the fraud of his agent if it was beyond the scope of his authority. This was laid down by the so-called dissenting Judges, whose opinion however prevailed to maintain the non-suit, the rule for a new trial being discharged. With the greatest respect it is very difficult to appreciate what the true proposition is which the Chief Justice and *Wylde J.* really laid down. It seems to me better to take the law as stated by *Willes J.* in *Barwick's* case, which is really the leading case on the subject, as the foundation of the law as to the principal's liability for the fraud of his agent: and this, as already considered in a recent case, I take to establish the following proposition:—The principal is not liable because he has put a person in the position of agent which enables him to commit frauds: for any agent may commit any fraud, and there would be no limit to the principal's liability: but because he has authorised him to do certain acts, which acts he has done fraudulently. Then in order to preserve the time-honoured reference to *Udell v. Atherton*, we may take it to be an illustration of the kind of excess of authority which will absolve the principal from liability either in tort or in contract. In order to put the matter on the firmest possible basis, I think nothing could be more lucid than *Bramwell's L.J.'s* statement of the law in *Weir v. Bell* (3 Ex. D. at p. 245), which I shall adopt—"Every person who authorises another to act for him in the making of any contract, undertakes for the absence of fraud in the execution of the authority given, as much as he undertakes for its absence in himself when he makes the contract." There are other incidental points which it will be as well to deal with

now. The clear statement of principle of liability for the agent's fraud is too often fogged by references to the master's benefit, without which it is sometimes said his liability does not arise. I do not think, after a careful study of the authorities, that this means that an actual benefit must have been received by the master, which might be negatived by showing that the contract entered into on his behalf had resulted in a loss. I believe it to be no more than synonymous with "on behalf of" the principal: the contract has been entered into on behalf of the principal, and therefore for his benefit. There do seem, however, to be traces of another and distinct principle, that a master will be liable for the fraudulent act of his servant, although it is outside the scope of his authority, if he has derived benefit from it; but probably only to the extent of the benefit. Then there is the question of the benefit received by the agent. This is clear, that if the fraudulent act has been done by the agent for his own purpose or benefit, the principal will not be liable. This is analogous to the cases where a coachman has borrowed his master's carriage and goes for a jaunt on his own. The master is not liable for damage caused by the coachman's negligence. I do not think, however, this can be stretched to cover a case where the agent receives remuneration, whether in the form of commission or not, for entering into the contract on his principal's behalf. One further point should be referred to: many of the cases deal with the fraudulent acts of persons who are in the service of the principal, e.g., by managers of banks. The principle is the same whether the agent's service be general or special, but those cases for the most part go off on the enquiry which is peculiar to them, whether the act comes within the class of acts which the agent was authorised to perform; they do not help much in deciding such a case as the present, where the authority is to do a specific act, and the fraud has arisen in the doing of it. The enquiry in such a case is much more narrow, and must be examined with the greatest care, by the light of the doctrine of *Bramwell L.J.* in *Weir v. Bell*. As to this I do not think it much matters whether the fraud is committed against the third party or the principal himself: whichever way the resulting action may be brought, the underlying principle must be the same. I now come to the facts. Take first the simple case:—Wing Kee, the plaintiff's broker, was instructed to enter into preliminary negotiations with Chinese buyers of sugar. He establishes relations between such a merchant and his principal. Now, if the contract had been then and there concluded, and Wing Kee had caused it to be concluded with erroneous conditions included in it, I cannot doubt that his principal would be liable, on the simple application of the rule in *Weir v. Bell*. But those are not the facts in the present case. Having brought the plaintiff and defendant together Wing Kee was given specific instructions to conclude the contract with the defendant as written down on the contract note by the plaintiff. This term is more accurate than "enter into the contract," and, as will be seen, something turns on it. Now, in an ordinary case between two English firms, if an agent were to take a contract written out by his principal to the other party, and were as the result of conversations to alter a term of it, alleging that he had authority to do so, which he in fact had not, the principal would not be liable. His character of broker has vanished: his employment is only to take a written contract from his principal to the other party for signature: that party accepts his statement that he has authority to vary it. If he makes no further enquiry, he must accept the evident excess of authority at his own risk, and if it is in fact beyond the scope of his authority the principal could not be held liable within the principle now under discussion. But here the language question comes in, and it is at this point that the case assumes such importance to the community. Wing Kee has ceased to be broker; but his position differs from that of the agent in the case just considered. He is something more than a mere agent employed to get a contract duly prepared by his principal signed by the other party; he has a new capacity, that of interpreter of the terms of the contract.

The language difficulty is known to both contracting parties, and his legal position must be that of agent of the plaintiff with authority to translate the terms of the contract, which have been written in English by his principal. Applying the foregoing principles to this new position of the parties, I cannot doubt that if Wing Kee had erroneously interpreted those terms his principal would be liable. And further, I do not see how the notice in Chinese that the English words would alone be proof would better the principal's position; for here were Chinese buyers ignorant of what those English terms were, and here was Wing Kee, a Chinaman, sent by the principal to conclude the contract. I have no doubt whatever that the Chinese buyers would be entitled to look to the plaintiff's agent to give them a correct translation of the English terms. He must be held to have been sent with that express object in view. But Wing Kee did more than this. He deliberately altered the terms of the contract, the terms as he had translated them, at the request of the defendants, alleging an authority to do so, which he in fact did not possess. Undoubtedly, as Mr. Pollock put it, the defendants were negligent in so readily accepting Wing Kee's statement that he had authority. But bringing the case into line with the chain of argument I am now pursuing, in this aspect of it it must fall to be decided by the general principle of the law as above stated: The agent has exceeded his authority, and the principal is not liable. A decision under the Statute of Frauds was referred to—*Plevin v. Downing* (1 C.P.D. 220)—which Mr. Pollock contended was applicable to this case. I am not quite clear on the point; but, in view of the conclusion at which I have already arrived, it is unnecessary to go into the question. So far as the condition of the English version of the contract is concerned, that the sugar was to be delivered "as soon as possible," the question, as I pointed out at the trial, is a purely commercial one. But there was no serious evidence offered to shake that given on this head by the manager of the plaintiff firm. I am satisfied that having regard to that evidence, and the consignment having been shipped within 10 days of the coming of the sugar of the new crop upon the market, that condition was amply fulfilled. Judgment must therefore be for the plaintiff, with costs.

On the application of Mr. Slade, his Lordship granted a stay of execution, pending appeal, until January 3rd, 1907.

Tuesday, December 18th.

IN BANKRUPTCY.

BEFORE SIR FRANCIS PIGGOTT
(CHIEF JUSTICE).

CHUNG SHUN-KOO'S AFFAIRS.

Re Chung Shun-koo ex parte Sam Che-ohuen
Mr. H. W. Looker (of Messrs. Deacon Looker and Deacon) appeared for the Official Trustee and Mr. Ho Tung, while Mr. M. W. Slade, instructed by Mr. F. X. d'Almada e Castro appeared for certain creditors whose claims were challenged.

Mr. Looker stated that the Trustee advised, as the estate was not a very rich one, that he would not be justified in employing counsel any longer. His Lordship would remember that in one of his judgments he directed the Trustee to call a second meeting of creditors. At the original meeting a scheme was put forward which differed in certain respects to the scheme subsequently put forward by the debtor and creditors. The chief point of difference was that in the original scheme dealt with at the first meeting, a sum of money was proposed to be put at the disposal of the estate by the debtor's brother. In a later scheme it was proposed to sell the equities of redemption which his Lordship subsequently held were attached by Ho Tung. His Lordship having held that Ho Tung was entitled to the benefit of the execution regarding the properties, the solicitors in the case were written to and asked if, in view of his Lordship's judgment, they were prepared to persist in the scheme. Messrs. Johnson, Stokes and Master wrote—"We think that having regard to the Chief Justice's decision the scheme proposed on

August 3rd has now very little basis, and we must consult our clients with regard to the new scheme," Mr. Almada wrote—"I cannot express whether or not it is my client's intention to proceed with the motion calling on the Trustee to convene a meeting of creditors."

His Lordship—That motion was to consider the second scheme?

Mr. Looker—Yes.

His Lordship—Well, I gather that motion would fall supposing the debtor desired the first scheme to be considered.

Mr. Looker—Yes; but apparently he does not now. Neither the debtor nor creditors desire the first scheme to be further considered. It seems at present that there would be no object in calling the second meeting to consider the first scheme.

Mr. Slade—That's all right; we don't want any meeting called.

Mr. Looker said the Trustee also wanted information regarding certain of the debtor's property. He was not quite clear as to the effect of his Lordship's decision with regard to Ho Tung's securities, as they understood that Ho Tung, having attached the properties under an execution, was entitled to the benefit of his execution; that was to say, was entitled to exercise all those rights contained in the provisions of the Code. After he had exercised those remedies, if there was anything over at all it presumably went to the Trustee of the estate. What the Trustee wished to know was whether Ho Tung was not entitled to exercise against those attached properties those rights which the Code provided. There was \$1,126.02 now in the hands of the Trustee, being the balance of rents received from Kowloon property. Was the Trustee to apply it in repayment of the amount advanced out of the monies of the estate to pay the back interest to avoid the sale? If he did there would be a small balance over. Regarding such balance, was he to apply it in payment of money put up by debtor's brother, or was he entitled to keep it as money belonging to the bankrupt estate as against Ho Tung and the Mortgagees? There was the further point regarding the position in connection with future rents. Was the Trustee to go on collecting them? There was the Elgin Street property in which the Official Receiver and Trustee between them had received \$456 out of which \$114 had been paid away, leaving a balance in hand of \$342. Was the Trustee entitled to keep that for the estate, or was Ho Tung entitled to it?

His Lordship—Subject to what Mr. Slade may say, I should have thought the question resolved itself into this: that from the moment the execution was completed, Ho Tung's rights were the rights of a judgment creditor.

Mr. Slade—The position your Lordship has stated is perfectly accurate, but the question is, what are the rights of a judgment creditor who has not effected his judgment.

His Lordship—I don't think that is a question for the Bankruptcy Court.

Mr. Slade—Quite right; but the Trustee having the money should keep it until someone claims it.

Mr. Looker—Assuming Ho Tung never applies for those rents, is the Trustee entitled to keep them?

Mr. Slade—It is perfectly clear that Ho Tung has no right to those rents.

His Lordship—I don't admit it is clear. I think the Trustee should keep the money in suspense account until Ho Tung moves.

Mr. Slade—The only people interested and likely to prevent the Trustee from paying over this money are either some independent solicitor or the creditors, and if the Trustee goes to the same solicitor as Ho Tung, it is not likely that he will get sound advice. I know perfectly well that Messrs. Deacon, Looker and Deacon do what they can to see justice properly administered, but to be working in adverse interests is a very unlucky position. The creditors are very anxious that the Trustee should not pay over this money to Ho Tung. They say that if Messrs. Deacon, Looker and Deacon as representing Ho Tung, make a claim on Messrs. Deacon, Looker and Deacon as representing the Trustee, then perhaps they may not come to a sound decision in point of law, and may possibly

advise the Trustee to deal with the matter without having the question argued. If that was done the creditors would know nothing about it. No one would know only the Trustee and the firm representing the two litigants.

His Lordship—That is a matter for Messrs. Deacon, Looker and Deacon to consider.

Mr. Looker—My friend is very unfortunate in his experience of the profession. He has jumped to the conclusion that if a question arose between Mr. Lowe and Mr. Ho Tung, that we should advise one to the prejudice of the other. If such a question arose, we should say to one or the other, you must go somewhere else.

Mr. Slade—If I said anything reflecting on Messrs. Deacon, Looker and Deacon, I should immediately withdraw it, because I know they always act with the utmost fairness.

His Lordship—I don't think I can express an opinion on the matter.

The claim of Chan On-ping was then brought before his Lordship, and consideration of same had not concluded when the Court adjourned.

IN CRIMINAL JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

MURDER.

Wong Kin was arraigned on the charge of feloniously, wilfully and with malice aforethought killing and murdering one, Au Yeung-chenung at Kowloon on November 11th.

Hon. Mr. H. H. J. Gompertz, Attorney-General instructed by Mr. F. B. L. Howley (Crown Solicitor), prosecuted, and Mr. H. G. Calthrop, instructed by Mr. F. C. Barlow (of Messrs. Goldring and Barlow) appeared for accused.

Mr. Calthrop applied for an adjournment on the ground that he had received instructions to defend only the previous afternoon. It was absolutely impossible under the circumstances that he could go on with the case with any satisfaction to himself. He was told the case was to come on first for the convenience of the Court, but thought that in a case of life and death his application for an adjournment should certainly be granted.

His Lordship—I don't know anything about the original fixings. All I know is that I was asked to take this case to-day. Under the circumstances I must ask you to go on and defend the prisoner.

Mr. Calthrop—But your Lordship sees the position I am in.

His Lordship—I have only seen the depositions as you have, but should think a ten minutes perusal would suffice. We had better go on, and if anything crops up I can adjourn the case.

Mr. Calthrop—I would ask your Lordship to adjourn it now.

His Lordship—No; I won't.

Asked to plead, prisoner denied the charge and the following jurors were empanelled:—Messrs. A. S. Tuxford (foreman), R. Lenz, J. M. Ramsay, E. T. M. Marconaro, E. H. Ray, S. G. Pepper and E. R. Jordan.

The Attorney-General in outlining the case stated that accused was formerly employed in the Wing Loi pork shop of 5 Elgin Road Kowloon, from which he had been dismissed some five months ago. On November 10th, about 9 p.m., he went to the shop with another man and asked to be allowed to sleep there that night. This was a very common practice among Chinese, and accused and his friend were allowed to sleep on the premises. Early next morning a salesman in the shop heard a cry from the accountant who was subsequently murdered, and got up. As soon as he was out of bed accused rushed him with a chopper cutting him on the head, cheek and thigh. The two men then closed, and an Indian who was attracted by the quarrel separated them. Accused then ran out of the shop but was captured by another Indian watchman who handed him over to the police. The other man who was with accused was pursued by an Indian and a constable, but in the darkness of the early hours effected his escape.

Evidence was then called, after which

Mr. Calthrop addressed the jury. He told them he had been engaged in several murder cases in this Colony and had always had some time to get up his case. It was the practice that every man charged with murder should have

the opportunity of being defended, and it had been the practice here to give the solicitor instructed, and the counsel, some opportunity to make themselves thoroughly acquainted with the case they had to defend before the jury. As the jury had already heard, he had had no opportunity to go into the case until late last night (Monday), and the following morning. The prisoner was committed for trial three weeks ago and the Crown had had every opportunity to put the case before the counsel who was to defend him, but they had done nothing of the sort. They thought it more advisable, in the interests of justice to put it in the hands of a counsel entirely unprepared.

r. Gompertz—Your Lordship, I object.

His Lordship—A right; you can talk to the jury.

Mr. Calthrop, continuing, told the jury that that was the way in which the law was administered here. For the convenience of the Court the case was heard, but it would have been more convenient had the counsel representing the prisoner had an opportunity of knowing what case he had to present for the defence. He asked them to seriously consider and weigh this case with great gravity. The man had the opportunity of being defended by counsel, but what was the use of supplying him with a counsel if that counsel had not had the opportunity of getting his case up. He asked for an adjournment. He asked for a privilege which he thought would have been accorded him—an opportunity to get up his case. But his Lordship thought fit that the case should be brought on at once, and that he (counsel) should not have that opportunity. He asked the jury to consider the drawbacks of the defence and use their condemnation of what he called the bad principle of dragging cases on in a way that left absolutely no opportunity whatever for a proper defence.

Mr. Gompertz stated that Court and jury had listened to a very impassioned address from his learned friend. But it was not fair to say that the Crown attended with the object of taking the defence by surprise, and to bring the case before they were ready. There were four cases in the present sessions, and the witnesses in every one were present. It was entirely at the discretion of his Lordship which case he would have called on.

His Lordship then directed the jury who afterwards retired to consider their verdict. Twelve minutes elapsed before they returned into Court, and then the foreman announced that six jurymen found the prisoner guilty and one not guilty.

His Lordship said he could not accept the verdict and ordered them to retire again. After a further consultation they returned into Court, the unanimous verdict this time being "guilty."

Asked if he had any statement to make the prisoner said:—"It is a false charge."

His Lordship—The jury have come to the conclusion that you are guilty of the crime you are charged with, and I have not the slightest hesitation in saying that I don't see how they could come to any other conclusion. It seems to me that the evidence is about the clearest evidence ever produced against a prisoner in a murder charge. His Lordship then donned the black cap and passed sentence of death, concluding his impressive remarks with the usual "May the Lord have mercy on your soul."

Thursday, December 20th.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

BAD SERVICE.

Un Kwong and Un Lee sued Fung Shan-nam and the Kwong Fuk Cheong firm to recover \$300, money deposited under a Chinese contract and \$100 for breach of contract.

Mr. Daniels (of Messrs. Johnson, Stokes and Master) appeared for plaintiffs, and Mr. F. X. d'Almada e Castro for the persons served with the writ, the Kwong Fuk Cheong Sing Kee & Co.

His Lordship—But the writ has been amended.

Mr. Almada—The writ is against the Kwong Fuk Cheong, and it was served on the Kwong Fuk Cheong Sing Kee.

Mr. Daniels—I would ask to have the Sing Kee firm joined as parties to the defendants in this action. We had no notion there was such a firm.

His Lordship—Then why did you go and serve them?

Mr. Daniels—There was no indication outside the shop or other means to lead us to suppose that the shop had changed hands.

His Lordship—You've never served defendant yet; you've served someone else.

Mr. Daniels—We sue the Kwong Fuk Cheong and served the writ on the shop bearing that name, and where that business has always been carried on.

His Lordship—The trouble is, as far as I can see, that you have to serve the defendant.

Mr. Daniels—You have only my friend's statement for that. I am prepared to prove service on the Kwong Fuk Cheong.

His Lordship—Well, prove it.

The Bailiff was called and said he served the writ on the Kwong Fuk Cheong.

His Lordship—The order I made was that a copy of the writ of summons should be served on some inmate of 247 Des Voeux Road West, the last known place of the said defendants.

Mr. Daniels—I was not in the case at the time, but was under the impression that that order was made with reference to the first defendant.

The Bailiff said he served the writ on Fung Shan-nam.

His Lordship—Then there is no service on the firm.

Mr. Daniels—The application was to serve on Fung Shan-nam, but we are not dealing with him.

His Lordship—Well, you had better serve the writ on the others.

Mr. Daniels—We've done so.

His Lordship—Not on the order I made.

The Bailiff said he served a writ on the firm first, and then on the person in charge of the business.

His Lordship—What business; what was the name on the outside of the shop?

The Bailiff—The Kwong Fuk Cheong.

His Lordship—Well, you've served the Kwong Fuk Cheong, you can take a judgment against them, and fight the question out afterwards as to whether it is the same firm.

Mr. Daniels—The Kwong Fuk Cheong carried on business at the address in question for many years, and there was nothing to indicate that another firm is now established there.

His Lordship—I will give judgment against the Kwong Fuk Cheong, and then the issue will arise as to whether the firm is the Kwong Fuk Cheong or the Kwong Fuk Cheong Sing Kee.

The master of the firm in question was called, and stated that when he took the business over it was the Kwong Fuk Cheong, but he changed the name to Kwong Fuk Cheong Sing Kee.

His Lordship—Whom do you want judgment against?

Mr. Daniels—The Kwong Fuk Cheong.

His Lordship—What about Fung Shan-nam?

Mr. Daniels—I did not know we were proceeding against him at this particular stage, but if your Lordship will give judgment against him it will save coming up here again.

His Lordship—I give you judgment and costs against the Kwong Fuk Cheong for \$350.

IN BANKRUPTCY.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

CHUNG SHUN-KOO'S AFFAIRS.

The hearing of certain creditors' claims in the insolvent estate of Chung Shun-koo was continued.

Mr. H. W. Looker (of Messrs. Deacon, Looker and Deacon) represented the official Trustee and Mr. Ho Tung, one of the principal creditors, while Mr. M. W. Slade, instructed by Mr. F. X. d'Almada e Castro, appeared for other creditors whose claims were challenged.

The examination of Chan Ou-ping regarding his claim having concluded, his Lordship said they could go to the extent of saying that the entering into a contract for such a large quantity

of oil might have been a speculation on the part of Chung Shun-koo. Also, it may have been a speculation on both sides.

Mr. Looker—We have a doubt as to the validity of these contracts. When a man becomes heavily involved it is to the interest of everybody to squeeze what they can out of him before he becomes bankrupt.

His Lordship—I am afraid that is only an inference.

Mr. Looker—Quite so, my Lord. It is a point of comment. The debtor had chosen, at a period when it did not matter whether he owed one lac of dollars or two, to admit the damages.

His Lordship—The debtor entered into many contracts.

Mr. Looker—If it is a sign of wealth to enter into many contracts, then the debtor must have been a wealthy man. It seems to me it is more a sign of enterprise. The debtor is not a man who deals in oil himself. If a man chooses to enter into a contract the way this vendor did it is at his own risk if the other party goes into bankruptcy.

Mr. Slade submitted that the vendor in this case could claim the profit he would have made had the purchaser carried out the contract, and that it was always open for him to sell future goods.

The case was again adjourned.

Wednesday, December 19th.

IN CRIMINAL JURISDICTION.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

PARBOCK OFFICE ASSAULT CASE.

Chui Po-lin was arraigned on three counts of assault occasioning bodily harm.

Hon. Mr. H. H. J. Gompertz, Attorney-General, instructed by Mr. G. E. Morrell (of the Crown Solicitor's office) prosecuted, accused being undefended.

A plea of not guilty was entered, and the following jury was empanelled:—W. C. D. Turner (foreman), H. W. Lester, J. R. Forbes, G. Moffat, A. Watson, A. Shaw and H. A. Meyer.

The Attorney-General stated that there was a very large emigration from this place to the Straits Settlements, some tens of thousands of coolies going from here every year to either Penang or Singapore. Owing to the abuses practiced in connection with this business, the Government of this Colony made certain restrictions on emigration. The male emigrants were examined by an officer at the Harbour Office who questioned them if they knew where they were going, and if they were willing to go. On November 10th, about 10 a.m. Mr. Botelho, who had been a clerk in the Harbour Office for about 34 years, was conducting this examination. The defendant went before him, the usual questions were put and the examination terminated satisfactorily. Instead of taking his ticket, however, the defendant rushed violently at Mr. Botelho, murmuring something unintelligible at the time. He caught Mr. Botelho by the throat, but the latter threw him off. Then Kwok Chuen attempted to secure the accused, but was stabbed with a knife. Chan Fuk rushed to the assistance of Kwok, and he also was knifed. Defendant then ran away and jumped into the harbour. He was followed by an Indian Sergeant attached to the Harbour Office, who jumped in after and captured him. When defendant jumped into the harbour he was carrying a knife. This was found two or three days afterwards in the harbour by a diver from H.M.S. King Alfred, and would be produced. Kwok Chuen was badly wounded and had to remain in hospital for a fortnight while the other man was laid up for 18 days. Mr. Botelho was not injured by the knife; but, if he had not defended himself, he might have been.

Evidence concluded, his Lordship directed the jury, who returned a verdict of guilty.

Prisoner was sentenced to three years imprisonment on the first count, three on the second and one on the third. The first and second sentences are concurrent.

INDIAN SERGEANT COMMENDED.

The Attorney-General, at the conclusion of this case, brought to the notice of the Court the

exemplary and courageous conduct of Indian Sergeant 656, Amar Singh, who, seeing a man rushing across the road with a knife in his hand, and not knowing what had happened before, dashed after him, and when he jumped into the harbour followed and captured him, at the risk of his life. By doing this he might have been the means of capturing a murderer who otherwise would have escaped, and might never have been found. The speaker thought a few words of commendation from his Lordship would be appropriate, and would encourage others.

His Lordship called the Sergeant before him, and told him that on the occasion in question his conduct had been very courageous and exemplary, and he had much pleasure in commending him for it. He trusted that the sergeant and all other Indian police in this Colony would continue to do their duty in such an exemplary manner.

Amar Singh saluted and walked proudly out of Court.

DISOBEYING A BANISHMENT ORDER.

Shek Tai alias Chan Leung-ng was indicted on the charge of disobeying a banishment order.

Prisoner pleaded guilty and district watchman Lam Chi, who was formerly a police constable, gave evidence as to putting him on board the s.s. *Hoihow* on October 3rd, and seeing the vessel leave port with him on board.

Sentence of one year's imprisonment with hard labour was passed.

MANSLAUGHTER.

Gulam Sher was charged with the manslaughter of Ng Fuk on November 13th at Mukpungum in the New Territory.

Prisoner pleaded not guilty and the following jurors were called:—J. I. Andrew (foreman), A. Klein, H. P. G. Warnsloh, J. A. Hansen, H. C. Gray, C. E. A. Hance and R. Ezra.

The Attorney-General stated that deceased, a Chinaman, was on November 13th driving a pig along the road to Mongkok. The defendant, whom he passed, for some reason or other threw a handful of earth at the pig. This annoyed deceased, who told him not to do it again, probably addressing him as a Chinaman usually does in his anger. The defendant struck deceased two blows on the chest, and the latter no doubt being irritated, called him "more kwai." Defendant then ran after him, apparently in a great passion, and hit him twice on the ribs. The man fell down and became insensible. Defendant was then seized by the employees of a railway contractor. The Chinaman died shortly afterwards, and the medical evidence would show that death was due to rupture of the spleen, which might have been caused by a blow. Accused denied having struck deceased.

After hearing the evidence the jury found the prisoner guilty, and taking into consideration his youth and small knowledge of life in the Colony, his Lordship sentenced him to one year's imprisonment with hard labour.

Friday, December 21st.

IN BANKRUPTCY.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

PUBLIC EXAMINATION.

The Sun Cheung firm *ex parte* Luk Yu-nam. The examination of Lo Ming, managing partner of the bankrupt firm, was continued by Mr. J. S. Harston (of Messrs. Ewens and Harston) who appeared for Messrs. Shewan, Tomes and Co., creditors.

Debtor gave dates of certain payments he made to Messrs. Shewan, Tomes and Co., in connection with brokerage.

Mr. Harston—Are you aware that not one single date you have given is correct?

Debtor—I gave dates as entered in my books. Continuing he said he had not paid any money away to relations. Having lost all his money in business, he realised on his railway shares and used the money to support his children. The shares sold for \$180.

How do you account for the fact that although your assets were only \$900, you owed Shewan, Tomes and Co. \$11,970? That's a large discrepancy.—I lost in business.

His Lordship—That's hardly an answer to the question.

Mr. Harston—This debt was apparently contracted by you within six months preceding your bankruptcy?—I don't know when I contracted it.

How do you account for the fact of your owing \$11,000, contracted within six months of the date of your bankruptcy, when your assets were only \$900?—I lost money in business from time to time.

His Lordship—You bought these goods to pay your other creditors, is that it?—I bought the goods, sold them again, and with the money I realised I paid other creditors.

Mr. Harston—Do you call that honest?—That is my usual practice in carrying on business. When I get money, if I am pressed by other firms, I have to settle with cash.

You are candid about it, anyway. You endeavoured to excuse yourself at last hearing on the ground that Shewan Tomes knew you were insolvent. Do you wish to seriously allege that now?—I don't know whether they knew about it or not, but prices were going down on the market, and everybody knew about it.

Don't you think it was a disgraceful thing for you to do? The result is that you have let Messrs. Shewan, Tomes and Co. in for a loss of about \$11,000.—It is a disgraceful thing no doubt, but what could I do? There was no help for it. I lost all my money in the business.

I never heard such candour. If I were able to raise the money I certainly should do so, and pay off all my debts.

His Lordship—You couldn't buy more goods from somebody else and pay Messrs. Shewan, Tomes and Co.?—Seeing the state of my finances, I wouldn't take upon myself to get goods from other firms.

Mr. Harston—Will you kindly account for the proceeds of those goods?—The proceeds were applied towards payment of losses I sustained last year.

You've told us that already, but show us from your books without making up those pretty fairy tales.—It is all there in the book and you can look at it.

I don't want to look at it. I want you to account to the Court.—Well, you take it down and I will tell you.

After entries in debtor's books had been referred to, Mr. Harston said: I suggest to you that you have concealed a lot of money somewhere.—I have no money; if I had money I should pay off all my creditors.

The examination was closed and debtor was returned to jail where his Lordship has decreed he must remain until he furnishes \$5,000 security.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

A YOUTHFUL PARTNER.

Lam Cheung brought an action against Li Man asking for an account to be taken of the partnership in the Chan Sing firm.

Mr. B. K. Holmes represented the plaintiff, and Mr. Otto Kong Sing appeared for defendant.

Mr. Kong Sing stated that plaintiff was suing for profits in connection with the Chan Sing firm, and asked his Lordship to make an order that an account should be taken.

His Lordship—I cannot make an order until I hear what defendant has to say. (To defendant)—Are you Li Man?—Yes.

Are you a partner in the Chan Sing?—Yes.

A remarkably youthful partner then. You are a boy there I should think, aren't you?—No.

When did your father die?—The year before last.

Did any one take out letters of administration?—No.

Well, you'd better watch that in the next case, I think. Have you got a mother?—Yes.

What is she, the kit-fat?—Yes.

Didn't she take out papers?—No.

You've no right to the business at all from what I can see. Are you the only child?—Yes.

His Lordship adjourned the case for a week pending a consultation between the parties, remarking in conclusion that it was absurd to suppose the defendant was running the business himself.

A THREATENING TENANT.

Wong Hau-shi sued Fan Cheung to recover \$78.30 due for rent.

Mr. Atkinson (of Messrs. Deacon, Looker and Deacon) appeared for plaintiff, defendant being unrepresented.

His Lordship asked if it was a question of notice, and whether defendant was still on the premises.

Mr. Atkinson—He is still there and won't pay his rent. He has paid about \$3 since 1901.

His Lordship—He has been living cheaply.

Defendant produced what he said was a receipt, and which plaintiff had handed him this year. He had never received a receipt before.

His Lordship—When did you pay last?—Not since 1903. Plaintiff told me he did not want any rent.

Mr. Atkinson—My client's books show that three payments of rent were made, two in 1901 and one in 1906.

His Lordship—You had better consider this question. He has got a receipt for \$11 and you say you have only received \$3.60.

Mr. Atkinson—That is not a receipt. It is only a bill.

His Lordship—Why do you send a bill for \$11 when you are claiming \$78?

Mr. Atkinson—That bill is asking for \$4.58.

His Lordship—How do you arrive at \$78 then? There is a discrepancy somewhere.

Mr. Atkinson—It is a bill rendered in error by my client's foki.

His Lordship (to defendant)—That is not a receipt. You never paid it at money at all.

Defendant—I have got no receipt.

His Lordship (to Mr. Atkinson)—Why don't you get rid of him?

Mr. Atkinson—He won't go, my Lord. He has threatened to kill anybody who goes there to turn him out.

His Lordship—I fancy a policeman might go there and risk it. I don't think he would have much trouble in turning him out. The defendant is a stupid old man, and I should get rid of him.

Judgment was entered for the amount claimed on the original bill, \$44.70, together with \$1.30 per Chinese moon since the date thereon, and costs.

A PROFITABLE DOORWAY.

Sai Ip-tung sued Hing Mui-hin to recover \$28, arrears of rent for the use of the side entrance to house No. 303 Queen's Road West.

The ground before the entrance, it appears, is Crown land, which plaintiff had no right to let. The defendant, who had a stall there, was twice fined \$10 at the Police Court for obstruction, and after the second fine refused to pay further rent.

His Lordship—\$28 a month for a doorway; it's the most profitable one I ever came across.

Plaintiff—I didn't ask him for that much.

His Lordship—Well, he says he won't pay you.

Plaintiff—But I got permission to occupy this piece of ground.

His Lordship—No, you didn't. You got permission to put an awning over it. Is the defendant's stall there now?

Plaintiff—No.

His Lordship—I give judgment for defendant and costs. You can sue the Crown if you like.

FATALITIES IN GAMBLING RAIDS.

Comment has been made more than once on the number of fatalities associated with the gambling raids carried out by the local police. The point occurred to Mr. F. A. Hazeland on Dec. 18th, when he was conducting an enquiry into the circumstances of the death of a lift boy, who in the panic created by the appearance of the police when the servants were gambling, leaped from a three story window to the ground and expired almost immediately. His Worship asked Chief Detective Inspector Hanson if any special precautions were taken to prevent fatalities on such occasions, and Mr. Hanson replied that on that particular night he personally warned the men against rushing the Chinese and creating a panic, adding that they should rather let some escape than that they should be frightened into taking those fatal leaps.

INDIANS AGAIN IN EVIDENCE.

ANOTHER ROBBERY AT KOWLOON.

The New Territory is rapidly acquiring a reputation equal to that of the neighbouring turbulent province of China. The offenders against law and order, however, are not all natives. Of late, the Indian element has been much in evidence, and from their misdeeds it would appear that quite a number of them have "turned out." Only a few days ago it was reported in these columns how a band of five Indians held up two ricscha coolies near Kowloon City and relieved them of their belongings. Now it would appear that three of these men have been the perpetrators of a second highway robbery, and again unfortunately they have escaped, although after their last experience it is possible that they will not be so bold in the future.

Their last attack was on a matched builder named Leung Sze who resides on the Saikong Road, Kowloon. In his statement to the Police Leung said he left Old Kowloon in a ricscha at about 7.30 p.m. on Friday. His journey to Taishek-ku was uneventful, but shortly after passing this place three Indians suddenly sprang out of the bushes by the roadside and held up his ricscha. The robbers, who were all dressed in white, carried large sticks as weapons of offence and defence. They first attempted to frighten the ricscha puller, a task apparently requiring very little effort, for on the first opportunity the coolie dived into the scrub and was seen no more.

Then attention was directed to the fare. One of the robbers secured Leung Sze's queue, while another, seizing him by the arms dragged him from the ricscha and the third man proceeded to search him. Finding money in his girdle he promptly relieved him of it. Evidently the Chinaman did not submit quietly to being thus impudently robbed, and it must have been the noise he made which attracted the attention of a European constable in the vicinity. The policeman ran to the scene of the robbery; but, when some distance off, was observed by the Indians, who thereupon dashed into the scrub. The constable, however, pulling out his revolver, made after one of them, and just as the Indian was disappearing among the bushes, fired at him, without any apparent result. The shot brought two Indian constables on the scene, and although they accompanied the European in pursuit of the robbers the latter were not seen again. As the hour of this attack was also after sunset, neither the ricscha coolie nor the man who was robbed can identify the highwaymen, but both are certain that they were Indians.

When the news of this outrage was reported at Yau-mati Police Station Inspector MacDonald promptly despatched men in search of the robbers, and as a result of that search an Indian has been arrested on suspicion and conveyed to the Central Police Station where he will be detained for the purpose of identification. The robbers relieved their victim of \$25, a receipt for \$70 and other valuables, a much more profitable haul than that which was secured from the two unfortunates ricscha coolies last week.

ANOTHER ATTEMPTED SUICIDE.

The suicidal microbe appears to be still at work in the Chinese community, for a third attempt to commit suicide last week has been reported to the police. To escape a sea of troubles a married Chinese woman residing at Wanchai on Thursday attempted to end her life by jumping into the harbour. She was deterred by a lukong who took her to No. 2 Police Station, and on Dec. 14 Inspector Gourlay charged her before Mr. T. Sercombe Smith. She told the Bench that her husband had been ill for sometime and was unable to work, consequently debts accumulated and creditors were clamouring for payment. To escape such worries she intended to drown herself. The husband verified his wife's story, and his Worship recommended him to return to his native village, Shuntak. The defendant was bound over in the sum of \$50 to come up for judgment when called upon.

HONGKONG VOLUNTEER CORPS.

FAREWELL DINNER TO MAJOR PRITCHARD.

On Dec. 18th Major C. G. Pritchard, commandant of the Hongkong Volunteer Corps, was entertained to a farewell dinner at the New Headquarters. The gallant Major has during his term of five years been a most popular officer, and the regret expressed at his approaching departure is sincere. This feeling is shared by all ranks, and not the least by the rank-and-file, to whom he has endeared himself by his tact and consideration. Withal, he was a disciplinarian, and the increased efficiency of the corps, with its undoubted popularity, reflect the highest credit on Major Pritchard, who has indeed shown himself an ideal Commandant of the Volunteers. No more eloquent testimony of the regard in which the Commanding Officer is held could be had than the large muster which assembled in the Headquarters to do honour to him.

Major Chapman presided and was supported by the guest of the evening and all the officers of the Corps.

After dinner, and the usual loyal toasts,

Major Chapman said he rose with mingled feelings to propose the next toast. He was pleased to preside over that company assembled to do honour to the Commandant, but he felt regret that the time had come to say good-bye to him. Major Pritchard would leave an honourable record behind him. He had been an ideal commandant, and it had been a pleasure to work under him. He (the speaker) would look back on Major Pritchard's term of service with the greatest pleasure. During those five years they had seen many changes. The corps had been entirely rearmed with the new 15 pounder gun; it had been equipped with several batteries of maxim guns, and had also been armed with the new short rifle, for most of which they were indebted to Major Pritchard. Last but not least was the headquarters, which would not have been possible but for the persistence of Major Pritchard and the sympathy of the Governor. If they wanted a monument of Major Pritchard they had it in that building (applause). To place the pinnacle on the Commandant's hopes they had only to get five or six recruits to bring the number up to 300 before Friday morning when he left the Colony. As they were aware, they had intended to give something more tangible in token of their appreciation of his services, but it had to be abandoned because it was against the King's regulations. In conclusion he read the following address which was signed by every member of the corps in the Colony:

Major C. G. Pritchard, R.G.A.

Commandant,

Hongkong Volunteer Corps.

On the eve of your departure from the Colony we the undersigned Members of the Hongkong Volunteer Corps cannot permit you to leave without expressing the high appreciation of your services as commandant of the Corps during the past five years, the great regard and affection which we all bear towards you and the regret we feel at parting. Your efforts have always been in the direction of a higher standard of efficiency; the present condition of the Corps which has been so favourably commented on during your term of command by the several Officers Commanding Troops here is a testimony to the success of your endeavours of which you cannot fail to be proud.

The Corps has seen many changes during the past five years, all of which have tended to its material improvement, and have been due to your initiative. One of the most important and one which must have a very beneficial effect on the welfare and strength of the Corps in the future is the new Headquarters, the erection of which has been due entirely to your energy and the keen interest you have always taken in the affairs of the Corps. We regret that owing to the delay in completing the Building you have had so little opportunity of enjoying its comforts.

In saying farewell we beg to tender to you and Mrs. Pritchard our very sincere good wishes for your future, and in asking your acceptance of this address we would assure you that we shall always take a great interest in your career, which we are sure will be a distinguished one

and we hope before very long to welcome you back to Hongkong in a higher and more important position than the one you are now relinquishing.

The toast was drunk with great enthusiasm, musical honours being accorded.

Major Pritchard in reply said that was the proudest and the saddest day in his life. After thanking Major Chapman for his generous remarks and the way in which they had been received by the company, he said he was proud to have commanded the corps for five years. There was a growing interest among the members. There were still some, however, who having put in their fifteen drills said "can do", but he was glad those were giving place to others who were prepared to devote more time to making themselves more efficient in their work. The Major then related his efforts to get the present headquarters and the sympathetic interest which the Governor took in the project, and added that there was a likelihood of the corps being supplied shortly with winter clothing. In conclusion he returned thanks for the address presented to him and stated that though he was leaving the Colony on Friday he was still commandant till 1st April, but Major Chapman had kindly offered to carry out his duties to enable him to get two month's holiday at home before returning to the regular forces. The corps would be left in good hand. He wished them all the best of good fortune, and he hoped the corps would live up to its motto "Second to none in the East."

The Major was the subject of another ovation afterwards Mrs. Pritchard being also toasted.

A concert followed and a pleasant evening was brought to a close in the usual manner.

NEW VOLUNTEER HEAD-
QUARTERS.

OPENING FESTIVITIES.

On December 15th the new Volunteer Headquarters were opened not with the formal ceremony in which it was expected H. E. the Governor would take the leading part, but with a pleasant "at home" which was graced by the presence of ladies. The building certainly looks well. It may not be quite so imposing in appearance as some expected, but it is adequate for the needs of the Corps. The Public Works Department was charged with the undertaking, the official directly concerned with the work being Mr. A. C. Little, and though the completion has been considerably delayed, the difficulties lately familiar to most contractors will doubtless furnish the explanation. While there can be no two opinions that the new headquarters are adequate, the same cannot be said of the quarters provided for Sergeant Major Higby. They are neat and fairly well endowed with conveniences, but they cannot be described as commodious. Financial reasons probably account for the restrictions imposed on the architect in this direction.

Situated at the corner of Garden Road, and Lower Albert Road, the Volunteer Headquarters occupies a position that is picturesque and has the further advantage of being in a central and convenient locality. The front has a granite base, surmounted by brick walls, covered in rough cast. The entrance is by way of a short stairway. This leads directly to the reading room on the left and the bar on the right. The former, which is beautifully situated, overlooking the roadway, is well lighted and well appointed. Lavatories and other conveniences are found at this side. A rather narrow stairway leads to the offices. The Commandant is accommodated in a very roomy and well-lighted apartment, which has been furnished in very commendable taste. Beside this is the sergeant major's office, and beyond is the officers' mess, in the south-eastern corner of the building. This is a beautiful room and it is beautifully furnished. The Drill Hall, which after all is the *raison d'être* of the building, is large and lofty and seems to have sufficient accommodation for drilling Volunteers there when the weather is unsuitable for open air practices. The hall is 66 feet long and 52 feet wide. The roof is supported by steel trusses brought from England, the span measuring 52 feet. The entrance from the Parade Ground is decidedly

classic. It is flanked by Roman columns and the whole looks very imposing. Leading off the Drill Hall are the billiard room and the sergeants' mess, with verandah. In the former is a handsome table, on which all games may be played at remarkably cheap rates. It should be mentioned that portraits of former Commandants and Corps record boards, giving the results of the different competitions, adorn the walls, while an additional touch of the picturesque is supplied by the spears and other weapons which are hung at various points. The rifles and bayonets will be kept here in an ingenious arrangement made by Staff Armourer Sergeant Avenall, while the ammunition will be placed in the stores outside, not far from the coolie quarters. Underneath the Drill Hall, and reached by a side entrance, is the gun shed where the maxims will be stored and where the armourer's workshop will be. The premises are lit throughout with electricity, and are admirably designed. As is well known Major Pritchard has made this work his own, and it must be particularly gratifying to him to see his hopes realised before he relinquishes the command which he has held with credit to himself and honour to the corps.

The officers, non-commissioned officers and men played the parts of hosts to a fair company on Saturday afternoon. The visitors were not unstinted in their expressions of admiration for the new headquarters, of which the members of the Corps may be justly proud, and their pleasure was enhanced by the hospitalities provided. The Band of the 3rd Middlesex Regiment was present and played enjoyable selections, while in the refreshment tent erected on the Parade Ground creature comforts were well attended to. On the whole, the inauguration of the new premises was decidedly successful.

ENGINEERS' DANCE.

Not the least enjoyable of the many gatherings arranged by the Institution of Engineers and Shipbuilders of Hongkong was the annual dance which took place in the City Hall on Dec. 14. One of the most popular events of the season, it was only to be expected that there would be a hearty response to the invitations of the Institution, and about 600 or 700 guests assembled to enjoy the hospitable pleasures of the evening. With Messrs. J. D. Morrison and E. O. Murphy acting as M.C.s in a manner that showed they were conscious of the onerous duties imposed upon them, the dance was bound to be a success. The company were admirably handled, and as there was a pervading spirit of sociability and good humour, everything in the programme was carried through with a zest and enthusiasm that showed how genuine was the general happiness. For those who did not worship at the shrine of Terpsichore, there were agreeable compensations in the adjoining rooms, while in other respects the arrangements were of a most adequate description. Messrs. H. T. Richardson, E. C. Wilks, W. C. Jacks, and W. Wilson were responsible for the decorations. The stairway was embellished with flowers and greenery, bunting covered the walls, while the crest of the Institution occupied a conspicuous place. The gentlemen associated with the general work were:—Refreshment Committee:—Messrs. J. D. Logan, J. W. Anderson, J. McCubbin, D. Harvey and W. A. Crane. Supper Committee:—Messrs. J. D. Logan, J. D. Morrison, T. W. Robertson and V. Watson. Dance Committee:—Messrs. J. D. Morrison and E. O. Murphy. Invitation Committee:—Messrs. W. Ramsay, A. Ritchie and T. Skinner. The Stewards were Messrs. A. Milroy, H. B. Bridger, J. MacDonald, J. McCubbin, A. Ritchie, E. O. Murphy, D. Harvey, A. Sinclair, W. McLaren, W. J. Hill and A. Blake. The secretarial duties were in the capable hands of Mr. C. J. Tyndale Lea.

Dancing commenced at 9 o'clock to the music supplied by the Band of the Middlesex Regiment, and was continued till about one o'clock. The programme included 17 dances, five of which were waltzes, three lancers, three Caledonians, two barn dances, one eightsome reel, quadrille, two step, and Sir Roger de Coverley.

THE GOVERNOR'S DEPARTURE.

ACTING GOVERNOR SWORN IN.

On Dec. 15th by the P. and O. s.s. *Devanha* H.E. the Governor, Sir Matthew Nathan, left the Colony for a trip to Java on the advice of his medical advisers. His Excellency proceeds to Singapore by the *Devanha*, and from thence to Java he will continue his voyage on H.M.S. *Diadem*. He was accompanied by Captain Coleman, A.D.C., Mr. R.A.B. Ponsonby, his private secretary, and Sister Stoddart of the Government Civil Hospital. By advice of his medical attendants, his departure was as private and quiet as possible.

At the Legislative Council Chamber on Saturday afternoon the formal ceremony of swearing in the Hon. Mr. F. H. May, C.M.G., as acting Governor took place. The oath was administered by Sir Francis Piggott, the Chief Justice, in the presence of Hon. Mr. W. Chatham, Hon. Mr. A. M. Thomson, Hon. Mr. H. H. J. Gompertz, Hon. Mr. E. A. Hewett, Mr. A. G. M. Fletcher, Sir Paul Chater, Mr. A. Seth, Mrs. Atkinson and Miss Carr. Mr. Fletcher, the Clerk of Councils, first read the Royal Warrant of Mr. May's appointment, the latter taking the oath of allegiance and the oath of office as Governor of the Colony and Commander-in-Chief of His Majesty's forces, and then signing the necessary documents which were sealed by the Chief Justice.

His Excellency then said:—Ladies and Gentlemen, I am sure that you all share with me heartfelt regret at the unfortunate circumstances under which I am called upon to take the post of Governor. I feel certain that each of us here to-day have no desire nearer our hearts than that His Excellency Sir Matthew Nathan may return from his short holiday entirely restored in health and energy.

FORMALITY AT GOVERNMENT HOUSE.

We are requested to state that during the Governor's absence His Excellency the Officer Administering the Government will not reside at Government House, and that it is unnecessary for residents in the Colony, and others, who have already written their names at Government House during the current year, to call upon the Officer Administering the Government or upon Mrs. May as wife of the Officer Administering the Government. Those who have not already called at Government House and wish to do so will be good enough to write their names in the Governor's book which is still kept there.

THE KOWLOON DOCK TRAGEDY.

The funeral of Mr. John R. Craik took place on December 15th. The body was taken from the Mortuary by launch to Observation Pier, where the cortege was joined by a large number of mourners and sympathisers. Messrs. Rattey, Lapsley, Baxter, Nicholls, Crawford and J. Gomes were pall bearers, and among those who followed were Sir Paul Chater, Messrs. Wm. Wilson, T. I. Rose, Robert Mitchell and H. Smith, with practically the whole of the Dock staff. The Rev. A. J. Stevens officiated at the grave side and pronounced the committal sentences. There were many floral tributes. Great sympathy is expressed for Mrs. Craik and her family in their bereavement.

Though the police have been busy, they have not yet succeeded in tracing the murderer.

No further developments can be reported in the search for the murderer of Mr. J. R. Craik, chief clerk at the Kowloon Docks, last Friday morning. The police have issued notices to the effect that a reward of \$1,000 is offered for information which may lead to the apprehension of the person or persons who were concerned in the murder.

Tracks, blood drops, and a hand print in blood, indicate that after the hue and cry was raised the murderer had a somewhat anxious time of it. He twice skulked behind corners, waiting for a clear course, as was shown by marks where he had stood and dripped blood—it is thought from a wounded hand. The print of a bloody hand finally showed where he had rested it in leaping down into a nullah by which he made his escape from the dock premises. It is thought he made off towards Kowloon native city.

SHIP LAUNCH AT KOWLOON.

NEW SUBSIDIZED STEAMER.

The invitations which many people received to join "the trial trip" of the s.s. *Perle* on Dec. 15th were premature, and due to a clerical error in selecting the stereotyped invitation forms. The *Perle* did make a trip, one that is often somewhat of a trial, but it was down the tallow ways that lead to the second baptism. First baptized with wine, she at once, as the late Sir Wilfrid Lawson happily said takes to water and sticks to it ever after. It was, then, really for a launch that comely-garbed ladies and sprucely-attired gentlemen picked their way through the wilderness of iron and steel at the Kowloon Docks on Saturday afternoon, eyeing curiously on their way to the platform the mangled remains of the French destroyer *Fronde*, and wondering, for the most part, how on earth even the Dock Company could heal such seemingly fatal wounds as the Typhoon had made.

On the stem of a broad-beamed but shapely hull was suspended a small bottle of wine. After a whispered colloquy with Mr. Mitchell, manager of the Kowloon docks, Mrs. Wilks seized the bottle, a whistle sounded, a few hammer strokes were heard, an excited exclamation from somewhere below, and the stem, towering some eight or nine feet above the crowd, slightly shivered, as does a bather before the first plunge of the season. The lady flung the bottle, the contents foamed over the slowly receding bows and then, in a tense half minute, the waters of Kowloon Bay divided to welcome the newcomer. "Sits nicely," an expert remarked, and the company trooped off to the recreation hall, to complete the ceremony in customary form. About a large table was wetted the toast of "success to the *Perle*," which, Mr. Mitchell said, was the first of the series to be built at Kowloon, where three others are in progress, although similar craft had been built at the Cosmopolitan branch of the Works. They, however, were of wood; this was of steel. It was a stern wheeler, built to the order of Messrs. Wilks and Jack for Messrs. Roque, for the Tonkin River Subsidized Mail Service. It is 146 feet long, 24 feet broad, and draws only about two feet, as it must traverse many shallows. It will comfortably house thirty first-class passengers, and carry many scores beside. Its engines are "compound surface condensing," of 200 horse power, and to develop a ten knot speed. Its future ways lie between Haiphong and the Chinese frontier. Its completion had not been much delayed, considering all the difficulties with which the Dock Co. had had to cope; certainly no time had been wasted. Mr. Mitchell handed Mrs. Wilks a gold curb bracelet as a memento of the successful launching.

Mr. Jack expressed the satisfaction of his own firm, and on behalf of Mr. Roque, handed Mrs. Wilks a pearl ring. There were also congratulations by Mr. Wilks. The whole ceremony was over in a few minutes, and many of life's quick transitions from gay to grave, falling in with the sad company that was bearing the remains of the murdered Mr. Craik to the Happy Valley.

A TENTATIVE SUICIDE.

A Japanese woman attempted to commit suicide on December 20th, but changed her mind when she found the water cold. The woman, who lives at one of the houses in Ship Street, adopted a rather singular procedure. Boarding a sampan at Blake Pier she told the women to row her to any ship. They took her to the *Atlanta*, and after making a tour of that vessel she threw herself overboard. Apparently she was not prepared for the water being so cold. Whatever the reason there can be little doubt that she changed her mind, for she screamed for help. The men on board the launch *Atlanta*, which was lying alongside, came to the rescue, and threw her a rope. This she clutched and was taken on board, being afterwards removed to the hospital in a serious condition. The police on making investigation at the house where the girl lived were informed that she received a letter that day from Japan

informing her of the death of her grandmother, the inference being that the girl in her grief contemplated drowning herself. The police were not satisfied with this story and the mistress has been detained.

THE HONGKONG CHESS CLUB.

A committee meeting of the Hongkong Chess Club was held at Mr. Pollock's office, 18 Bank Buildings, on Tuesday, December 18th.

The following fixtures were arranged for the ensuing season.

1. Mr. Pollock's team v. Mr. Danenberg's team.
Five a side.
One game to decide.
No handicap.
 2. Correspondence match to be arranged with Shanghai, if possible.
 3. (a) Knock-out tournament for the Championship of the Club.
Best of 3 games.
Entrance fee \$1 payable in advance.
First prize. Cup to be presented by Club.
Second prize. Prize to be bought with entrance fees.
(b) Knock-out tournament for those who do not enter for the Championship Tournament.
Best of three games.
Entrance fee \$1 payable in advance.
Prize to be bought with entrance fees.
- Mr. J. H. Kemp has kindly consented to accept the vacant post of Honorary Secretary.

CORRESPONDENCE.

THE CENSUS RETURNS.

TO THE EDITOR OF THE "DAILY PRESS."

Hongkong, December 21st.

SIR—It is perhaps premature to comment on the preliminary report on the census which was issued a few weeks ago, as the figures are "liable to correction"; but, as an increase of 16,683 in the total population in five years is assumed to controvert the assertion made some time ago by a member of the Sanitary Board that the New Building Ordinance has driven thousands away from the Colony, it is interesting to compare the actual population with the most recent official estimates.

The total population is shown by the preliminary census report to be 289,564, while the estimate given in the last annual report of the Principal Civil Medical Officer of Health was 377,850 to the middle of 1905. The P.C.M.O.'s estimate includes the army and navy (together about 7,500), but it is not clear whether these are included in the Census Officer's preliminary report. I presume they are not as the figure 10,450 given in the report as the total of the "non-Chinese population" corresponds rather closely with 10,981 which was the P.C.M.O.'s estimate of the non-Chinese civil population.

Assuming, then, that the Army and Navy are not included in the Census Officer's preliminary report, we have still a difference of nearly 8,000 between the official estimate (more than a year old), and the actual returns.—Yours.

CYPHER.

P.S.—The preliminary report shows an actual decrease of 3,000 Chinese in the City of Victoria compared with the returns for 1901, while the P.C.M.O. estimated an increase of 13,000.

"MONSIEUR POLO."

HIS EXCELLENCY'S NEW TITLE.

Under the caption "Gouverneur blesse" *L'Avenir du Tonkin* has the following:—"A la suite d'une chute de cheval, M. Polo, Gouverneur de Hongkong, remettra lundi son service provisoirement au Secrétaire colonial, et partira en congé de convalescence dans six semaines à Singapour et Java."

This happy error should help that keen polo-player, Sir Matthew Nathan, to get better, if laughter be the excellent physic it is called.

THE A.D.C.

PRODUCTION OF "THE HOBBY HORSE."

So high is the reputation of the Hongkong organisation known by the abbreviation which heads this column that residents have come to look to it for a large share of the public entertainment which is associated particularly with the winter season. And it is pleasing to record that the premier amateur dramatic combination in Hongkong never disappoint their patrons. Whatever it takes in hand is well done, and thus it is that a list of its performances is a record of its successes. To that number one more achievement has to be added—the production of "The Hobby Horse." There have been occasions perhaps when the work essayed left something to be desired, but in the present instance there is little ground for criticism. On the contrary there is much which calls for compliment individually and collectively, as the performance reaches a very high standard for amateurs. Of course some of the artists cannot avoid showing little mannerisms. They fail to sink their personality in that which they have assumed, and though to a certain extent the fault may lie with the author, there can be no doubt that as their histrionic experience develops they will remedy these blemishes of their early career. But having pointed this out—and the amateurs remembering that that is only done because of the greater perfection for which we look in them as compared to others—there is nothing but praise to be uttered. Each individual played his or her part in an intelligent manner, a manner that showed how much the characterisation had been studied, while the smoothness which marked the performance could only have resulted from careful rehearsal. Not only did the actors and actresses play their parts well, but the scenery and staging gave a finish to the production and made it the artistic success that it was.

The choice of "The Hobby Horse" was perhaps justified in view of the excellent results which have been achieved by the amateurs in comedy before. But light as it is, the play gives ample scope for the dramatic, and of that the principals made full use. Neither did they neglect their opportunities in the sparkle of dialogue and the flash of wit, and, unlike many amateurs, the comedy was not marred by tardy movement.

The interpretation of "philanthropy," from different points of view, is the groundwork of the comedy, which may be briefly outlined as under. Mr. Spencer Jermyn is a type of sporting English squire who is by no means hard hearted, but having married a young wife who has a horror of the turf and all its associations and finds an outlet for her energies in caring for the children of the slums, his disposition is in danger of becoming spoiled. The two are incompatible, but as there is a deep affection existing between them the possibility of a compromise is not remote. The departure of the Squire to a series of race meetings, and the presence of a friend of his wife's (a governess who is loath to go to a London parish to companion a parson's daughter and assist in visiting) lead to Mrs. Jermyn, under the influence of her friend, disguising herself as the governess (Miss Moxon) and taking the post which the latter was glad to relinquish in order to be near her sweetheart (Mr. Pinching, the solicitor) and complete the conquest she had begun. In the London parish the disguised Miss Moxon by actual experience of the slums, loses some of her enthusiasm in that direction, but complications ensue when the parson falls in love with her and is found proposing to her just as her husband inadvertently enters the room in the search for his lost son who has been living in the neighbourhood and who has become enamoured of the girl to whom Miss Moxon is acting as companion. Mr. Spencer Jermyn having in the meanwhile advertised for a sporting parson as warden for a home for old men off the turf, and the disguised Miss Moxon in her anxiety to assist the parson having written an application for the post and induced the clergyman to sign it without reading the contents, troubles arise when all the parties meet in the

country again. Not only does the squire suspect the real Miss Moxon of playing fast and loose with the affections of two men, but after her denial he naturally suspects his wife of having carried on a flirtation with the Rev. Noel Brice. However explanations follow and all ends well.

The cast is as follows:—

Mr. Spencer Jermyn, Lieut.-Commander Lloyd Thomas, R.N.
Mrs. Spencer Jermyn, Miss Blair.
Mr. Pinching, Mr. John Robertson.
Miss Moxon, Miss Ella Rowe.
Rev. Noel Brice, Mr. G. Balloch.
Bertha, Mrs. J. Hooper.
Tom Clark, (Allan Jermyn) Mr. T. C. Gray.
Mrs. Porcher, Miss Rowe.
Shattock, Mr. M. S. Northcote.
Pew, Mr. Geo. Grimble.
Lyman, Mr. Gaster.
Moulter, Mr. Blesson.
Mrs. Landon, Miss Rowe.
Tiny Landon, Master Higby.
Hewett, Mr. P. W. Goldring.

Coming to speak of the work of the performers themselves, it is pleasant to be able to write of it in terms of praise. Undoubtedly the central figure was Lieut. Commander Lloyd Thomas, R.N., who as the kind hearted, affectionate, but impulsive squire, moved throughout the piece in a natural convincing manner. This striking personality was admirably portrayed, and this contributed not a little to the success which the production attained. In the difficult rôle of Mrs. Spencer Jermyn Miss Blair was seen to decided advantage. Her representation of the winsome but rather tantalising lady was exceptionally good, and on more than one occasion she displayed considerable dramatic power, which roused the enthusiasm of the audience. She was the recipient of two handsome bouquets last night. The very different type of woman found in Miss Constance Moxon had an extremely capable exponent in Miss Ella Rowe, who, moving with perfect ease, proved herself an accomplished actress and a decided favourite with the audience. Mr. John Robertson took the part of Mr. Pinching very creditably, and showed a histrionic ability much above the average of amateurs. Mr. T. C. Gray as Allan Jermyn acquitted himself very well, and Miss Rowe in the dual rôle of Mrs. Landon and Mrs. Porcher showed undoubted capabilities. Mr. G. Balloch proved an acquisition to the Club. His impersonation of the hard working, honest clergyman was one of the most effective portrayals on the stage. Mrs. J. Hooper was well suited as Bertha, and among the decayed jockeys there was none more popular than Mr. Northcote as the rather "foxy" Shattock, while Mr. G. Grimble was an excellent supporter in the character of Pew. In their small parts the other members of the cast did all that was expected of them.

It only remains to be said that "The Hobby Horse" was produced under the direction of Mr. John Robertson, whose versatility was displayed in the scenes for the first and second acts, which were painted by him, the third being the work of Mr. H. W. Bird. The Band of H.M.S. Kent played a series of selections during the evening, and when the curtain rung down at the close the audience left exceedingly well pleased with the entertainment which had been provided.

CANTON.

[FROM OUR CORRESPONDENT].

December 16th.

RAILWAY INVESTIGATION.

Viceroy Chou Fu has decided to appoint an official to examine the accounts of the Yue-Han Railway Co. and find out where the money is invested. Treasurer Wu suggested that Viceroy Chou Fu should appoint the Canton Prefect to audit the accounts but owing to the latter's quarrel with the merchants sometime ago the Viceroy has decided to appoint Shen-Tung instead. The president of the Company Chang-To-chai is now back in Canton.

CHINESE MINISTER TO PORTUGAL.

It is reported that it is the intention of the Central Government to appoint Li-Kwok-kit

(grandson of Li Hung-chang) Minister for China in Portugal.

WEST RIVER PATROLS.

The Wai-Wu-Pu has telegraphed to Viceroy Chou Fu to devise means for the protection of foreign vessels trading on the West River. His Excellency has ordered the construction of several patrol launches and has wired to the Wai-Wu-Pu to that effect.

COPPER CURRENCY.

Chan-Tak, the vice-president of the Board of Finance, is coming to Canton to investigate matters regarding the minting of copper coins. He will also go to Fokien for the purpose.

YOKOHAMA DOCK COMPANY.

PROSPERITY OF BUSINESS.

INCREASE OF FOREIGN INVESTORS.

During 1904 and 1905, while the war was in progress, the business of the Yokohama Dock Company was adversely affected owing to the fact that the ships chartered by the Government were mostly attracted to the Kwansai district. During the second half of 1904 only eleven Japanese and thirty-two foreign vessels were docked, the majority of the latter being those which were chartered for the coasting trade. With the assurance of peace, during the second half of 1905, matters began to improve and for the first six months of the current year a very satisfactory result was obtained. During the period 70 ships, with a total tonnage of 239,866, were docked, against 46 ships, of 138,202 tons, in the corresponding period of last year. The receipts and expenditure as compared with the preceding period are as follow:—

RECEIPTS.

	1st half 1906.	2nd half 1905.
Docking and other receipts	Y924,063	Y713,923
Interest	7,143	5,586
Sundry receipts.....	7,083	10,962
	Y938,289	Y730,470

EXPENDITURE.

Taxes and imposts...	Y 22,678	Y 22,123
Business expenses...	670,778	506,324
Repairs	783	800
Depreciation of property and loss ...	40,050	30,152
	Y734,289	Y559,499
Profit	203,998	171,070

As shown above, the profit of the first six months of this year showed an increase of over \$30,000 over that of the second half of 1905. The distribution of the profit for the respective periods was as under:—

	1st half 1906.	2nd half 1905.
Profit	Y203,998	Y171,070
Brought over.....	28,090	21,325
	Y232,089	Y192,395
Legal reserve	21,000	17,292
Special reserve	35,000	28,213
Dividend (10 per cent.)	99,000	99,000
Special div. (5 per cent.)	51,000	19,800
		(2 p. c.)
Carried forward.....	26,087	28,090

The net profit from the docking departments during the first half of this year only amounted to Y61,794, whereas that from the iron works department totalled Y142,204. From this circumstance it will be seen that the company usually derives the greater part of the profit from the iron works departments. A remarkable feature of the company's business is that the holdings of foreigners are gradually increasing, as will be gathered from the following figures:—

SHARES IN POSSESSION.

	Japanese.	Foreign.	Total.
1st half 1906 ...	53,994	6,006	60,000
2nd half 1905 ...	54,851	6,149	60,000

The inclusion of such a large number of foreigners amongst its shareholders seems proof of the confidence placed amongst foreigners in the company. The Yokohama Dock Company has now under project the construction of No. 3 dock, and if this proposal is carried out and completed it should materially enlarge the scope of its business.

COMMERCIAL.

OPIUM.

HONGKONG, December 22nd.

Quotations are:—Allowance net to 1 catty.

Malwa New	\$840	to	—	per picul.
Malwa Old	\$880	to	—	do.
Malwa Older	\$940	to	—	do.
Malwa Very Old	\$980	to	—	do.
Persian Fine Quality	\$650	to	—	do.
Persian Extra Fine	\$710	to	—	do.
Patna New	\$935	to	—	per chest
Patna Old		to	—	do.
Benares New	\$877½	to	—	do.
Benares Old		to	—	do.

PIECE GOODS.

Messrs. Noel, Murray & Co.'s Report on the Shanghai Piece Goods Trade, dated Shanghai, 13th December, 1906, states:—We are able at last to report a distinctly better feeling in our market, and although it has, as yet, not materialised in the shape of new business, the generality of the enquiry is strong evidence that things are improving. In the first place weak second hand holders are almost cleared out of stocks, now, and there seems a determination on the part of those who possess any that adequate prices must be paid. The country buyers have shown, in the case of the low counts of cotton yarn, that they are prepared to pay higher prices, if there is a necessity for it, and there is no reason why this should not apply to woven goods as well. From all our dependent markets orders are in to buy if the goods can be got cheaply; but with such a general demand a little firmness will soon cause an enhancement in prices, and once the lead is given the others will follow. Tientsin is the only market, so far, for which anything tangible has been done in the shape of purchases from first hand holders, and for those distinctly better prices have been paid. The enquiry from thence is not so much for current consumption as to gratify the conviction that is fast gaining ground that prices have touched bottom, and a better opportunity of laying down supplies is not likely to occur again for a considerable time. The strength of the markets at the producing centres has been so pronounced that the business done direct must have been greatly curtailed, and for this next season, at all events, this market must be the main source of supply, for American makes at all events. The Manchester market is strong and active, but not for this quarter, where the prices ruling are a long way below replacing cost. Although the current price of cotton can have but little effect on the future market for goods, its vagaries are interesting though rather puzzling. The latest spot quotation in Liverpool was 6.04d for mid-American, and the New York quotation comes 9.55 cents for March option. The Liverpool quotation for Egyptian has advanced to 10½d. Further written advices are to hand from well informed quarters confirming what we wrote in our last concerning the New York market. The market for Indian Yarns continues to improve, though rather irregularly. The feeling is distinctly better for the lower counts and they are gradually regaining their relative positions vis-à-vis the fine spinnings. We understand the disposal of the large bankrupt stocks has been satisfactorily arranged without disrupting the market, which now has the chance of regaining its normal character again. The great feature in the trade has undoubtedly been the revival in cotton yarns, the free off-take of which will serve to improve the situation and help the return of confidence. Indian Spinings have received a distinct fillip this week, though perhaps the lower counts have felt it the most; but it has induced the feeling that a very weak element has been eliminated from the market. The Japanese article has felt the benign influence as well, and no doubt it will extend to the local spinnings in due course, though for the moment they are quiescent. Native cotton is quiet at about previous prices. Grey Shirtings.—The private transactions in these we have described above. At the auctions steady to firmness have been the features for all weights. White Shirtings.—Although for the lower reeds there was not much change in the auction prices, the better class were all firmer, and the White Irishes and bleached T-Cloths were decidedly stronger. T-Cloths and Jeans.—Steady to firm prices were paid for these this morning. Drills and Sheetings.—There is nothing to add to what we have written above except that the re-sales, chiefly to Tientsin merchants, are put down at between 3,000 and 4,000 bales, mostly at low rates. Fancy Goods.—Sales have taken place privately of some 50 to 60 cases

Turkey Reds at slightly improved prices. At auction there is a decided improvement noticeable for the majority of what was sold. A small but steady indent business continued in dyed goods of miscellaneous descriptions in retail quantities. We have to again report steady to firm prices for the Fast Black Cotton Italians at auction to day. Woollens.—These goods fluctuate almost as much as exchange and seem to have a very desultory demand to depend upon. In Camlets Scarlet and Pink are weaker, but other colours were steady to firm. Long Ells sold irregularly, some qualities being very weak while others improved. Lastings were about steady while Spanish Stripes were firmer. Cotton Yarn.—Indian.—There is a much better feeling in the market, and though prices continue very irregular the tendency is upward. The demand for No. 10s is strong for both the Tientsin and Newchwang markets, prices showing a considerable advance. For No. 12s there is an unusually good enquiry for the river markets, but prices do not show as much improvement as for lower counts.

MISCELLANEOUS IMPORTS.

HONGKONG, 24th December.—The prices ruling are as follows:—

COTTON YARN:—Market is unsettled and a small business has been transacted. Prices ruled very erratic and declined \$2 to \$3 per bale. Quotations are:—No. 10s. at \$73 to \$94; No. 16s. at \$100 to \$126; and No. 20s. at \$104 to \$137. Arrivals 22,500 bales; Sales 25,000 bales; Shipments 14,000 bales; Bargains 74,000 bales. Unsold stock 96,000 bales.

Bombay—Nos. 10 to 20, ...\$80.00 to \$125.00
 English—Nos. 16 to 24, ...135.00 to 140.00
 " 22 to 24, ...140.00 to 145.00
 " 28 to 32, ...150.00 to 155.00
 " 38 to 42, ...160.00 to 165.00

COTTON PIECE GOODS—Market flat. Nothing doing.

	per piece
Grey Shirtings—7 lbs.	\$2.40 to \$2.50
8.4 lbs.	3.00 to 3.70
9 to 10 lbs.	4.00 to 4.80
White Shirtings—54 to 56 rd.	2.70 to 2.90
58 to 60 "	3.00 to 3.20
64 to 66 "	3.25 to 3.30
Fine	5.50 to 7.00
Book-folds	5.00 to 7.75
Victoria Lawns—12 yards	0.60 to 1.50
T-Cloths—6lbs. 32 in. (Ord'y)	2.00 to 2.20
7lbs. 32 "	2.25 to 2.75
6lbs. 32 " (Mexs)	2.20 to 2.35
7lbs. 32 "	2.40 to 3.05
8 to 8.4 oz., 36 in.	3.00 to 3.70
Drills, English—40 yds., 13½ "	4.50 to 7.25
to 14 lbs.	

FANCY COTTON—Small sales. Market quiet.

Turkey Red Shirtings—1½ to 8 lbs. } per piece
 \$1.75 to \$4.50

per yard
 Brocades—Dyed\$0.12 to \$0.15
 Chintzes—Assorted0.07½ to 0.30
 Velvets—Black, 22 in.,0.23 to 0.45
 Velvetens—18 in.,0.22½ to 0.25

Handkerchiefs—Imitation Silk \$0.60 to \$1.50

WOOLLENS—Market sick. Small sales.

per yard
 Spanish Stripes—Sundry chops \$0.65 to —

per piece
 Long Ells—Scarlet, 7-10 lbs. \$7.75 to \$9.35
 Assorted, 7 90 to 9.50

Camlets—Assorted12.50 to 31.00
 Lastings—30 yds. 31 inches } 13.00 to 19.50
 Assorted }

Orleans—Plain, 31 in. 9.00 to 10.00
 per lb.

Blankets—7 to 11 lbs. \$0.65 to \$1.50

METALS—

	per picul
Iron—Nail Rod	\$4.00
Square, Flat, Round Bar (Eng.)	4.00
Swedish Bar	4.10
Small Round Rod	4.50
Hoop ½ to 1½ in	5.80
Wire, 16 25 oz.	9.90
Wire Rope, Old	3.00
Lead, L.B. & Co. and Hole Chop	11.00
Australian	11.10
Yellow Metal—Muntz 14 20 oz.	43.50
Vivian's, 14/20 oz.,	43.50
Elliots, 14/20 oz.	43.50
Tin	99.00

per box
 Tin-Plates,\$6.20

per picul
 Quicksilver,\$111.00

per box
 Window Glass,\$3.75

AMOY CUSTOMS RETURNS.

DECEMBER 19TH, 1906. List of the principal goods passed through the Amoy Customs-house from 8th December to 14th December, 4 p.m., 1906:—

IMPORTS.

GOODS.	QUANTITY
Cotton, Raw, Indian	pls. 17
" " Native	54
" " Yarn	453
Shirtings, Grey	pcs. 1,374
T-Cloths	3,260
Shirtings, White	1,375
T. Red Shirtings	250
Drills	32
Shirtings Dyed, Brocades	328
" Dyed	200
Damasks	—
Camlets	236
Lastings	52
Spanish Stripes	yds. 259
Lustres, Figured	—
Lead in pigs	pls. —
Tin in slabs	102
Iron, Nail rod	95
Quicksilver	2
Iron, Old	81
Ironwire	19
Rice	5,263
Opium, Patna	—
" Benares	58
" Persian	4
" Malwa	2
" Szechuan	8
" Yunnan	18
" Kiangsu	—
Sesamum Seed	56
Sapanwood	—
Sandalwood	52
Rattans	30
Wheat	1,597
Flour	11,200
Beancake	5,304
Beans and Peas	37,860
Bicho de Mer	371
Mats, Tea	pcs. —
Oil, Kerosene American	gal. —
" " Borneo in bulk	67,735
" " Russian	—
" " Sumatra	—
" " Bulk	—
Coal	tons 3,654
Tobacco Leaf	pls. 179
Vermicelli	543

EXPORTS.

GOODS.	QUANTITY
Sugar, White	pls. 200
" Brown	7
" Candy	937
Hemp Bags	pcs. —
" Sacking	7,200
Paper I Quality	pls. 1,440
" II	181
Tobacco, Prepared	36
Kittysols (umbrellas)	pcs. —

MISCELLANEOUS EXPORTS.

HANKOW, 12th Dec., 1906:—The prices quoted are for the net shipping weight excluding cost of packing for export:—

	Per picul
Cowhides, Best Selected	Tls. 38.50
Do. Seconds	34.50
Buffalo Hides, Best Selected	23.00
Goatskins, untanned, chiefly white colour,	70.00
Buffalo Horns, average 3-lbs. each	7.70
White China Grass, Wuchang and/or	
Poochi	10.80
White China Grass, Sinshan and/or Chayu	10.30
Green China Grass, Szechuen	10.00
Jute	5.75
White Vegetable Tallow, Kinchow	10.50
White Vegetable Tallow, Pingchow	9.60
and/or Macheng	8.80
White Vegetable Tallow, Mongyu	10.50
Green Vegetable Tallow, Kiyu	10.00
Animal Tallow	15.10
Gallnuts, usual shape	16.25
Do. Plum do.	6.75
Tobacco, Tinchow	9.75
Do. Woukong	(nom.)
Black Bristles	(")
Feathers, Grey and/or White Duck	(")
" " Wild Duck	(")
Turmeric	5.00
Sesamum Seed	5.30
Sesamum Seed Oil	10.40
Vegetable Tallow Seed Oil	(nom.)
Wood Oil	8.40
Tea Oil	10.00

Per L. G. M. steamer *Print Regent Luitpold*, sailed 19th December. For Genoa:—219 bales hemp, 220 bales raw silk, 2 cases hats. For Antwerp:—348 bales leaf tobacco, 1 case cigars. For Amsterdam:—34 cases chinaware. For Bremen:—102 bales feathers, 31 cases blackwoodware, 13 cases rattanware, 6 cases tea. For Hamburg:—203 bales feathers, 98 cases feathers, 55 cases bristles, 20 cases China paper, 10 cases palmleaf fans, 6 cases human hair, 2 cases tea, 2 cases ginger. For Copenhagen:—150 bales feathers. For London:—4 cases cigars.

SHARE REPORTS.

HONGKONG. 21st December, 1906.—General business still continues more or less restricted, but the demand for Indos for the north, referred to in our last, has been sustained throughout the interval under review, and fair sales, at advancing rates have been effected. Exchange on London closes at 2s. 3d. T.T. and on Shanghai at 72½ T.T.

BANKS.—An unsatisfied demand for Hongkong and Shanghai raised the rate to \$825, at which the last sale is reported, the market closing steady at that figure. London has advanced to £94, and is quoted firm. Nationals are unchanged with buyers at \$47.

MARINE INSURANCES.—Unions have again been done at \$760, and more shares are wanted. China Traders, after sales at \$94, are somewhat firmer, and small parcels are enquired for at \$95. North Chinas, Cantons and Yangtses are unaltered with sellers at quotations.

FIRE INSURANCES.—Hongkongs are easier and can be procured at \$335. Chinas have sold in small lots at \$93 and a few more shares could probably be placed at that figure.

SHIPPING.—Hongkong, Canton and Macao are firmer with sales and buyers at \$27. China and Manilas and Douglases continue neglected with sellers at \$21 and \$37 respectively. Indos have been again in strong request for the north and sales up to \$100 have been effected. At the close the market is easier with a few shares reported offering at \$96. With reference to the general manager's intimation regarding the proposed alteration to the Articles of Association of the last named Company, it is now notified that, subject to confirmation at a meeting to be held in London on the 27th instant, the proposed scheme has been approved. The preference shares will, however, bear a cumulative dividend of 6 per cent. instead of 5½ per cent. as first proposed. Star Ferris (old) are wanted at \$28½; the new issue, as also Shell Transports, are unchanged and without business.

REFINERIES.—China Sugars, after sales at \$35, have still further weakened, and are now procurable at \$130. Luzons are also easier with small sellers at \$21.

MINING.—Raubs have been booked at \$81 and close with probable buyers at that figure. Charbonnages are unchanged at \$450 which must be accepted as a more or less nominal quotation.

DOCKS, WHARVES, AND GODOWNS.—Hongkong and Whampoa Docks have weakened further under the apparent influence of the approaching settlement, and shares are now procurable at \$145. Hongkong and Kowloon Wharves continue in demand, and shares are now enquired for at \$94. New Amoy Docks are easier with sellers at \$16. Shanghai Docks, after sales at Tls. 107 in the earlier part of the week, have also fallen away, and are now obtainable locally at 1s. 105, whilst Tls. 104 is reported as the ruling rate in the North. Shanghai and Hongkew Wharves are quoted firm at Tls. 235. This Company during the first year is said to have had the most prosperous time on record, and a highly gratifying report is assured.

LANDS, HOTELS, AND BUILDINGS.—Hongkong Lands are still in demand at \$105, but holders are not tempted by this figure, and higher rates must be looked for before supplies become available. Kowloon Lands, West Points, and Hotels, are all unchanged and without business. Humphrey's Estates have firmed up, and after sales at \$111 close in further request.

COTTON MILLS.—With the exception of Ewos, which have declined to Tls. 63 ex dividend, we have no change or business to report under this heading.

MISCELLANEOUS.—China Providents have sold and have further buyers at \$94. Dairy Farms, under improved reports from the dairies, have

recovered, and after small sales at \$16 are in further request at that rate. Cements have been in fair request throughout the week and sales at \$20, \$20½ and \$21 have been booked, market closing firm with buyers at \$21. Watsons and Electrics have been fixed at quotations, and close in further request. South China Morning Posts have improved to \$23, at which more shares reprocurable.

Quotations are as follows:—

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra	\$200	\$120
Banks—		
Hongkong & Shanghai	\$125	\$825
National B. of China		(London, £94)
A. Shares	£6	\$47, buyers
Bell's Asbestos E. A.	12s. 6d.	\$7, sellers
China-Borneo Co.	\$12	\$10, sellers
China Light & P. Co.	\$10	\$9, sellers
China Provident	\$10	\$25, buyers
Cotton Mills—		
Ewo	Tls. 50	Tls. 63 x, d.
Hongkong	\$10	\$13, sellers
International	Tls. 75	Tls. 65
Laou Kung Mow	Tls. 100	Tls. 80
Soychee	Tls. 500	Tls. 335, buyers
Dairy Farm	\$6	\$16, sales & buy.
Docks & Wharves—		
H. & K. Wharf & G.	\$50	\$94, buyers
H. & W. Dock	\$50	\$145, sellers
New Amoy Dock	\$6½	\$16, sellers
Shanghai Dock and Eng. Co., Ltd.	Tls. 100	Tls. 105, sellers
Shanghai & H. Wharf ..	Tls. 100	Tls. 235
Fenwick & Co., Geo.	\$25	\$21, sellers
G. Island Cement	\$10	\$24, buyers
Hongkong & C. Gas	\$10	\$175, buyers
Hongkong Electric	\$10	\$151, sales & buy
H. H. L. Tramways	\$100	\$215
Hongkong Hotel Co.	\$50	\$112½
Hongkong Ice Co.	\$25	\$235, sellers
Hongkong Rope Co.	\$10	\$22, sellers
H'kong S. Waterboat ..	\$10	\$71, sellers
Insurances—		
Canton	\$50	\$297½, sellers
China Fire	\$20	\$93, sellers
China Traders	\$25	\$95, buyers
Hongkong Fire	\$50	\$335, sellers
North China	\$5	Tls. 82½, sellers
Union	\$100	\$700, buyers
Yangtze	\$60	\$160, sellers
Land and Buildings—		
H'kong Land Invest.	\$100	\$105, buyers
Humphrey's Estate	\$10	\$111, buyers
Kowloon Land & B.	\$30	\$38, sellers
Shanghai Land	Tls. 50	Tls. 95, buyers
West Point Building ..	Tls. 25	Tls. 56, n. issue.
Mining—		
Charbonnages	Fes. 250	\$450, nominal
Raubs	18 10	\$84
Philippine Co.	\$10	\$5
Refineries—		
China Sugar	\$100	\$130, sellers
Luzon Sugar	\$100	\$21, sellers
Steamship Companies—		
China and Manila	\$25	\$21, sellers
Douglas Steamship	\$50	\$37, sellers
H. Canton & M.	\$15	\$27, sales & buy.
Indo-China S.N. Co.	\$10	\$96, sellers
Shell Transport Co.	\$1	\$30, sellers
Star Ferry	\$10	\$264, buyers
Do. New	\$5	\$171
South China M. Post.	\$25	\$23, sales
Steam Laundry Co.	\$5	\$51, sales
Stores & Dispensaries—		
Campbell, M. & Co.	\$10	\$32
Powell & Co., Wm.	\$10	\$8, sellers
Watkins	\$10	\$2.50, seller
Watson & Co., A. S.	\$10	\$11 75, sal. & buy.
United Asbestos	\$4	\$10, buyers
Do. Founders	\$10	\$150

VERNON & SMYTH Brokers.

Messrs. J. P. Bisset & Co.'s Share Report for the week ending 13th December, 1906, states:—A fair covering business has been done during the week, principally in Langkats and Wharves, and a smart rise has taken place in the price of Indos owing to holders refusing to sell. The T. T. rate on London to-day is 3/4. Banks.—H. & S. Bank. No business reported. Hongkong quotes \$805 sales and the London rate is £93. 5s. Marine and Fire Insurance.—No business reported. Shipping.—Indos opened at Tls. 58 for December, and rapidly rose to Tls. 64, business being reported at Tls. 58½, 59, 60, 62½, 63 and 64 December, the March rate being Tls. 59, with sellers at this rate. Shanghai Tug and Lighter Co. There are sellers of Ordinary Tugs at Tls. 54, but Prof. Tugs remain firm at Tls. 50 buyers. Docks and Wharves.—Shanghai Dock and Engineering Co. Business has been done at Tls. 107 and 107½ cash; Tls. 107, 107½ and 108 December, closing firm at the latter rate. A transaction is reported for March at Tls. 106. Shanghai and Hongkew Wharves opened at Tls. 237½ December, and have since firmed up to Tls. 232 for December. The March rate is quoted at Tls. 240. Sugars.—Peraks have changed hands at Tls. 80. Lands.—Shanghai Land Investment Co. A single transaction is reported at Tls. 95 December for the old shares, and there are now buyers at this rate. The new issue is quoted at Tls. 56. Mining.—No business reported. Kaipings are wanted at Tls. 10.00. Industrial.—Ewo Cotton Mills have been dealt in at Tls. 75, 74 and 74½ December, closing firm at Tls. 75. Business is reported in Laou Kung Mows at Tls. 94 and 95 December, Tls. 95 and 94 March. International Cottons are on offer at Tls. 62 for December. Matschappij, &c., in Langkat. This market remains very steady, business being reported at Tls. 237½, 238½ cash and Dec., closing with buyers at these rates. A small lot of Sumatras changed hands at Tls. 87½. Stores and Hotels.—Astor House Hotel Shares are quoted at \$30, Hotel des Colonies at Tls. 15½, Hall and Holtz \$23. Miscellaneous.—Shanghai Telephones have been dealt in at Tls. 59. Loans and Debentures.—There is a demand for all debentures, but very few are offering.

EXCHANGE.

MONDAY, Dec. 24th.

ON LONDON.—Telegraphic Transfer	2/3
Bank Bills, on demand	2/3 1/2
Bank Bills, at 30 days' sight	2/3 1/2
Bank Bills at 4 months' sight	2/3 1/2
Credits, at 4 months' sight	2/3 1/2
Documentary Bills, 4 months' sight	2/3 1/2
ON PARIS.—	
Bank Bills, on demand	234 1/2
Credits 4 months' sight	239
ON GERMANY.—	
On demand	231
ON NEW YORK.—	
Bank Bills, on demand	54 1/2
Credits, 60 days' sight	55 1/2
ON BOMBAY.—	
Telegraphic Transfer	166 1/2
Bank, on demand	167
ON CALCUTTA.—	
Telegraphic Transfer	166 1/2
Bank, on demand	167
ON SHANGHAI.—	
Bank, at sight	73
Private, 30 days' sight	73 1/2
ON YOKOHAMA.—	
On demand	110 1/2
ON MANILA.—	
On demand	110 1/2
ON SINGAPORE.—	
On demand	3 1/2 p.o.p.m.
ON BATAVIA.—	
On demand	135 1/2
ON HAIPHONG.—	
On demand	1 1/2 p.o.p.m.
ON SAIGON.—	
On demand	1 1/2 p.o.p.m.
ON BANGKOK.—On demand	61 1/2
GOVERNMENT, Bank's Buying Rate	\$8.80
GOLD LEAF, 100 fin., per tael	\$46.60
BAR SILVER, per oz.	\$32 1/2

FREIGHT.

From Hankow per Conference Steamers.—To London and Northern Continental ports 48/- per ton of 40 c. ft. plus river freight. To Genoa, Marseilles or Havre 41/6 per ton of 40 c. ft. plus river freight. To New York (via Suez) General Cargo 32/- per ton of 40 c. ft. plus river freight. To New York (via Suez):—Tea 39/6 per ton of 40 c. ft. plus river freight. To New York (overland):—Tea 31/- cents per lb. gross, plus river freight. To Shanghai:—Tea and General Cargo Tls. 1.60 to \$1.80 per ton, weight or measurement.

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

December—

ARRIVALS

13, Wakasa Maru, Japanese str., from London.
 14, Amoy, German str., from Amoy.
 14, Chiyuen, Chinese str., from Shanghai.
 14, Faussang, British str., from Sourabaya.
 14, Fukushima Maru, Jap. str., from Anping.
 14, Haimun, British str., from Swatow.
 14, Kwangse, British str., from Tientsin.
 14, Mathilde, German str., from Haiphong.
 14, Progress, German str., from Haiphong.
 14, Simla, British str., from Bombay.
 14, Taming, British str., from Manila.
 14, Tatsa Maru, Japanese str., from Kobe.
 14, Tinhon, British str., from Saigon.
 14, Victoria, Swedish str., from Sourabaya.
 15, Benavon, British str., from London.
 15, Chipshing, British str., from Tientsin.
 15, Kiyō Maru, Japanese str., from Saigon.
 15, Phranang, German str., from Bangkok.
 16, Amigo, German str., from Pakhoi.
 16, Chowfa, German str., from Anghin.
 16, Empr. of China, Brit. str., from Vancouver.
 16, Feiching, Chinese str., from Chefoo.
 16, Haiching, British str., from Coast Ports.
 16, Hongbee, British str., from Straits.
 16, Hongkong, French str., from Haiphong.
 16, Kansu, British str., from Chefoo.
 16, Kumsang, British str., from Calcutta.
 16, Lisa, Swedish str., from Proboling.
 16, Sikh, British str., from London.
 16, Tango Maru, Jap. str., from Shanghai.
 16, Yushun, Chinese str., from Tientsin.
 17, Bismarck, Ger. flagship, from Swatow.
 17, Germania, German str., from Sydney.
 17, Hue, French str., from Haiphong.
 17, Inga, Norwegian str., from Wakamatsu.
 17, K. F. Josef I., A.-H. cruiser, from Swatow.
 17, Kiukiang, British str., from Shanghai.
 17, Lucha, German gunboat, from Swatow.
 17, Meefoo, Chinese str., from Shanghai.
 17, Michael Jebson, Ger. str., from Hoihow.
 17, Pakling, British str., from Yokohama.
 17, Sandakan, German str., from Sydney.
 17, Stettin, British str., from Foochow.
 17, Sullberg, German str., from Haiphong.
 17, Tungus, Norwegian str., from Chefoo.
 17, Yueusang, British str., from Manila.
 17, Zafiro, British str., from Manila.
 18, Formosa, British str., from Yokohama.
 18, Glaucus, British str., from Shanghai.
 18, Hangsang, British str., from Shanghai.
 18, Kasato Maru, Japanese str., from Karatsu.
 18, Kweilin, British str., from Swatow.
 18, Palermo, British str., from London.
 18, P. R. Luitpold, Ger. str., from Yokohama.
 18, Wosang, British str., from Tientsin.
 19, Arratoon Apcar, Brit. str., from Calcutta.
 19, Korea, Amr. str., from San Francisco.
 19, Kweilin, British str., from Swatow.
 19, Masan Maru, Japanese str., from Tamsui.
 19, Seydlitz, German str., from Hamburg.
 19, Suez, Russian str., from Chinkiang.
 19, Taikosan Maru, Jap. str., from K'notzu.
 19, Totomi Maru, Jap. str., from Singapore.
 19, Trigon, Dutch str., from Taku.
 19, Verona, German str., from Foochow.
 19, Wakamatsu Maru, Jap. str., from Moji.
 20, Carnarvonshire, British str., from London.
 20, Cheangchow, British str., from Straits.
 20, Clara Jebson, German str., from Haiphong.
 20, Colombo Maru, Japanese str., from Moji.
 20, Elia Rickmers, Ger. str., from Bangkok.
 20, Frigga, Norwegian str., from Japan.
 20, Glenogle, British str., from Singapore.
 20, Holstein, German str., from Haiphong.
 20, Kiangohing, Chinese str., from Chinkiang.
 20, Loosok, German str., from Bangkok.
 20, Ningpo, British str., from Taku Bar.
 20, Oriel, British str., from Moji.
 20, Pitsanulok, German str., from Bangkok.
 20, Prometheus Norw. str., from Swatow.
 20, Spezia, German str., from Hamburg.
 20, Wilmington, U.S. gunboat, from Manila.
 21, Borneo, British str., from London.
 21, Chuusang, British str., from Sourabaya.
 21, C. Ferd. Laeisz, Ger. str., from Shanghai.
 21, Hailan, French str., from Pakhoi.
 21, Tean, British str., from Manila.
 21, Telemachus, British str., from Saigon.
 21, Tydeus, British str., from Liverpool.
 22, Birra, Danish str., from Singapore.
 22, China, Austrian str., from Trieste.
 22, Colorado, U.S. cruiser, from Manila.
 22, Haimun, British str., from Swatow.

December— DEPARTURES.

14, Alga, British str., for San Francisco.
 14, Anghin, German str., for Bangkok.
 14, Cairo, Norwegian str., for Manila.
 14, Capri, Italian str., for Bombay.
 14, Carl Diederichsen, Ger. str., for Hoihow.
 14, Glenfalloch, British str., for Amoy.
 14, Hailan, British str., for Coast Ports.
 14, Hanoi, French str., for Haiphong.
 14, Rhenania, German str., for Hamburg.
 14, Rubi, British str., for Manila.
 15, Changsha, British str., for Yokohama.
 15, Childar, Norwegian str., for Bangkok.
 15, Devanha, British str., for Europe.
 15, De went, British str., for Saigon.
 15, Fnkura Maru, Japanese str., for Moji.
 15, Haimun, British str., for Swatow.
 15, Hingsang, British str., for Haiphong.
 15, Hopang, British str., for Hongay.
 15, Ichang, British str., for Hoihow.
 15, Keongwai, German str., for Swatow.
 15, Kuivsborg, German str., for Tourane.
 15, Loongsang, British str., for Manila.
 15, Simla, British str., for Shanghai.
 15, Sangkiang, British str., for Amoy.
 15, Tjiliwong, Dutch str., for Shanghai.
 15, Wakasa Maru, Japanese str., for Kobe.
 15, Yangmo, Korean str., for Kuchinotsu.
 15, Yochow, British str., for Shanghai.
 16, Aragonia, German str., for Portland.
 16, Chowtai, German str., for Bangkok.
 16, Frithjof, Norwegian str., for Tourane.
 16, Jacob Diederichsen, Ger. str., for Pakhoi.
 16, Johanne, German str., for Pakhoi.
 16, J-shin Maru, Japanese str., for Tamsui.
 16, Kwongsang, British str., for Shanghai.
 16, Mausang, British str., for Sandakan.
 16, Merapi, Dutch str., for Amoy.
 16, Pronto, Norwegian str., for Hoihow.
 16, Sierra Monera, British str., for Java.
 17, Acra, British str., for Sabang.
 17, Progress, German str., for Saigon.
 17, Taishun, Chinese str., for Shanghai.
 18, Fukushima Maru, Jap. str., for Anping.
 18, Haiching, British str., for Coast Ports.
 18, Hingsang, British str., for Haiphong.
 18, Hongkong Maru, Jap. str., for S. F.isco.
 18, Hongkong, French str., for Haiphong.
 18, J. T. Chapman, Amr. ship, for Baltimore.
 18, Pakling, British str., for London.
 18, Sikh, British str., for Shanghai.
 18, Taming, British str., for Manila.
 19, Benavon, British str., for Japan.
 19, Formosa, British str., for London.
 19, Hongbee, British str., for Amoy.
 19, Ithaka, German str., for Chinkiang.
 19, Ivy, American ship, for Equinall, B.C.
 19, Lydia, German str., for Saigon.
 19, Mathilde, German str., for Haiphong.
 19, P. R. Luitpold, German str., for Europe.
 19, -koshu Maru, Jap. str., for Shanghai.
 19, Waishing, British str., for Shanghai.
 20, Canton Maru, Japanese str., for Moji.
 20, Chiyuen, Chinese str., for Shanghai.
 20, D'Entrecasteaux, Fr. ship, for Saigon.
 20, Emp. of Japan, British str., for Vancouver.
 20, Glaucus, British str., for Liverpool.
 20, Namrang, British str., for Calcutta.
 20, Palermo, British str., for Shanghai.
 20, Szechuen, British str., for Chefoo.
 20, Verona, German str., for Singapore.
 20, Yueusang, British str., for Manila.
 21, Colombo Maru, Jap. str., for Bombay.
 21, Fido, Norwegian str., for Singapore.
 21, Michael Jebson, German str., for Hoihow.
 21, Nicomedia, German str., for Portland.
 21, Quarta, German str., for Swatow.
 21, St. Patrick, British str., for Manila.
 21, Seydlitz, German str., for Shanghai.
 21, Totomi Maru, Jap. str., for Shanghai.
 21, Trigon, Dutch str., for Shanghai.
 21, Zafiro, British str., for Manila.
 22, Borneo, British str., for Yokohama.
 22, Fri, Norwegian str., for Saigon.
 22, Glenogle, British str., for Amoy.
 22, Hongwan I, British str., for Amoy.
 22, Inga, Norwegian str., for Hongay.
 22, Kasato Maru, Japanese str., for Callao.
 22, Kiukiang, British str., for Shanghai.

22, Phranang, German str., for Swatow.
 22, Sicilia, British str., for Taku.
 22, Stettin, British str., for Singapore.
 22, Taikosan Maru, Jap. str., for Kuchinotsu.
 22, Wit, German str., for Ocean Islands.
 22, Woolwich, British str., for Salina Cruz.
 22, Yushun, Chinese str., for Shanghai.
 23, Clara Jebson, German str., for Haiphong.
 23, Hailan, French str., for Pakhoi.
 23, Haimun, British str., for Coast Ports.
 23, Holstein, German str., for Saigon.
 23, Kiyō Maru, Japanese str., for Saigon.
 23, Masan Maru, Japanese str., for Tamsui.
 23, Spezia, German str., for Shanghai.

PASSENGERS.

ARRIVED.

Per *Simla*, from Bombay, for Hongkong, Mrs. Bell, Misses Bell, Mr. Simpson, Miss Simpson, Messrs. Fujihara, Dupuis, Mr. & Mrs. Mallon, Messrs. Swann, Lee Warner, Mr. and Mrs. Baesley, two infants and amah, Mr. A. S. Bray, Mr. and Mrs. Pitcairn, Mrs. Ellis, Mr. E. Gumpert, Mrs. and Miss Page, Mr. and Mrs. Bigge and child Miss Halvorsen, Miss Monroe, Mrs. Shastin, Mr. and Mrs. Anderson, Mr. E. H. Hooper, Mr. and Mrs. Griffiths, Messrs. C. D. Ellis, H. S. Lowry, R. P. Selby, Mr. F. Pollock, Messrs. Marlee Assam, Sal-lema Amed, Talarau, Tukandais, Z. Z. De Gast, Mrs. Gordan, Miss L. Stixrud, General Broadwood, Capt. Bonham, Messrs. J. Mehta, S. E. Dickey, and Miss C. E. Wilson.

Per *Empress of China*, from Vancouver, Mr. and Mrs. Maik'ajou, Mr. A. E. Carr, Mrs. W. H. Howard and Hon. S. W. Nickerson; from Yokohama, Messrs. P. R. Nelson and J. Carter; from Kobe, Sir Rapt and Lady Gore; from Shanghai, Mr. and Mrs. D. R. James, Miss E. P. Martin, Mr. A. MacMillan, Mrs. Graves and Mr. R. Banid.

Per *Prinz Regent Luitpold*, for Hongkong from Kobe, Mr. and Mrs. J. W. Allison, Mr. A. E. Meel Holland, Mrs. A. Willis, Miss M. Dulany, Mrs. F. E. Wells, Mrs. S. Chapman, Miss F. Chapman and Miss M. Berthet; from Shanghai, Messrs. L. and W. Haaslopp, Mr. and Mrs. Hughes, Mr. Law, Hauptmann Timme, Messrs. L. W. J. v. Lloyters, W. P. Beattie, G. V. Nooowe, H. S. Joseph, Donnenberg, and Dr. De Keyser.

DEPARTED.

Per *Devan' a*, from Hongkong for Singapore, H. E. Sir Mathew Nathan, K.C.M.G., Capt. Coleman, A.D.C., Mr. R. Ponsonby, Lt. Hon. E. A. Gore-Langton, Mr. W. D. Dohen, Sister Stollard, Mr. A. E. Fearnley, Mr. and Mrs. M. Ford; for Colombo, Mr. and Mrs. Alfred S. Tubbs, Mr. E. H. W. Earle; for Marseilles via India, Mr. and Mrs. James B. Diver, Mrs. J. A. Cuzzino, Messrs. W. J. Toomey, Fielding J. Thathu and Chas. E. Stokes; for Marseilles, Mr. W. Landale; for Brindisi via India, Miss A. Mills, Miss Josephine Polhemus, Miss Etta Field; for Brindisi, Mr. H. Ferber; for London via India, Mrs. E. W. Gilmore, Mr. C. C. Judd, Miss C. L. Judd; for London, Mr. F. Emmel.

Per *Simla*, for Shanghai, Messrs. H. M. Corton, C. W. Elsworth, Dr. Aird, Mr. C. W. Ure, Mrs. Aird, Messrs. A. B. Wilkie, A. Backert, R. P. Silby and F. Pollock.

Per *Hongkong Maru*, for Shanghai, Mr. J. J. Woodruff; for Honolulu, Mr. and Mrs. A. Hocking; for San Francisco, Mr. and Mrs. J. H. Pike, Mrs. G. L. Jameson and daughter, Messrs. W. W. Coleman, M. K. McCall, Lieut. M. A. Sares, Mr. E. A. Hooper, Miss S. E. Dickey, Miss C. E. Wills, Messrs. C. D. Ellis, H. S. Lowry, Mr. and Mrs. Edgar P. Collins, Mrs. R. Salmon, Master Carlos Salmon, Lieut. Comdr. Brawn, Messrs. S. M. Robinson and S. G. Ellyson.

Per *Formosa*, for Marseilles via India, Mrs. H. H. Hart, Mrs. H. H. Norwood; for Singapore, Mr. A. E. Mulholland.

Per *Empress of Japan*, for Vancouver, &c., Capt. Casserly, Mr. and Mrs. Norman H. Blanch, Messrs. Lyon, Gill, Mr. and Mrs. Lyons, Messrs. W. E. Robertson, H. B. Macaulay, Sidney Montrie, D. Jones, S. H. Ellis, E. C. Dread, C. C. Scott, Kell, Chamberlain, Schreiner, Capt. Carpenter and Davidson.

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